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No. 37] NEW DELHI, SEPTEMBER 5—SEPTEMBER 11, 2004, SATURDAY/BHADRA 14—BHADRA 20, 1926

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 27 अगस्त, 2004

का.आ. 2239.—केंद्रीय सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्री पंकज भट्टाचारजी, अधिवक्ता, अगरतला को विचारण न्यायालयों में निदेशक, केंद्रीय अन्वेषण ब्यूरो द्वारा उन्हें सौंपे गए दिल्ली विशेष पुलिस स्थापना (के.अ.ब्यूरो) द्वारा त्रिपुरा राज्य में संस्थित मामलों के अभियोजन तथा विधि द्वारा स्थापित पुनरीक्षण अथवा अपील न्यायालयों में इन मामलों से उद्भूत अपीलों/पुनरीक्षणों अथवा अन्य विषयों का संचालन करने के लिए विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[सं. 225/25/2003-एवीडी-II(i)]

बी० राज गोपाल नायडू, निदेशक

MINISTRY OF PERSONNEL, PUBLIC
GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 27th August, 2004

S.O. 2239.—In exercise of the powers conferred by Sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri Pankaj Bhattacharjee, Advocate, Agartala, as Special Public Prosecutor for conducting prosecution of cases instituted by the Delhi Special Police Establishment (CBI) in the State of Tripura as entrusted to him by the Director, Central Bureau of Investigation in the trial courts and appeals/revisions or other matters arising out of these cases in revisional or appellate courts established by law.

[No. 225/25/2003-AVD-II(i)]

B. RAJA GOPAL NAIDU, Director

नई दिल्ली, 27 अगस्त, 2004

का.आ. 2240.—केंद्रीय सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्री एम. एम. अली, अधिवक्ता, आईजोल, मिजोरम को विचारण न्यायालयों में निदेशक, केंद्रीय अन्वेषण ब्यूरो द्वारा उन्हें सौंपे गए दिल्ली विशेष पुलिस स्थापना (के.अ.ब्यूरो) द्वारा मिजोरम राज्य में संस्थित मामलों के अभियोजन तथा विधि द्वारा स्थापित पुनरीक्षण अथवा अपील न्यायालयों में इन मामलों से उद्भूत अपीलों/पुनरीक्षणों अथवा अन्य विषयों का संचालन करने के लिए विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[सं. 225/25/2003-एवीडी-II(ii)]

बी० राज गोपाल नायडू, निदेशक

New Delhi, the 27th August, 2004

S.O. 2240.—In exercise of the powers conferred by Sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri M.M. Ali, Advocate, Aizwal, Mizoram as Special Public Prosecutor for conducting prosecution of cases instituted by the Delhi Special Police Establishment (CBI) in the State of Mizoram as entrusted to him by the Director, Central Bureau of Investigation in the trial courts and appeals/revisions or other matters arising out of these cases in revisional or appellate courts established by law.

[No. 225/25/2003-AVD-II(ii)]

B. RAJA GOPAL NAIDU, Director

नई दिल्ली, 27 अगस्त, 2004

का.आ. 2241.—केंद्रीय सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए निम्नलिखित अधिवक्ताओं को विचारण न्यायालयों में निदेशक, केंद्रीय अन्वेषण ब्यूरो द्वारा उन्हें सौंपे गए दिल्ली विशेष पुलिस स्थापना (के.अ.ब्यूरो) द्वारा मणिपुर राज्य में संस्थित मामलों के अभियोजन तथा विधि द्वारा स्थापित पुनरीक्षण अथवा अपील न्यायालयों में इन मामलों से उद्भूत अपीलों/पुनरीक्षणों अथवा अन्य विषयों का संचालन करने के लिए विशेष लोक अभियोजक के रूप में नियुक्त करती है :—

1. श्री निंगथौजम आईबोचाओबा सिंह

2. श्री एच. चंद्रजीत शर्मा

[सं. 225/25/2003-एवीडी-II(iii)]

बी० राज गोपाल नायडू, निदेशक

New Delhi, the 27th August, 2004

S.O. 2241.—In exercise of the powers conferred by Sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government

hereby appoints the following Advocates, as Special Public Prosecutor for conducting prosecution of cases instituted by the Delhi Special Police Establishment (CBI) in the State of Manipur as entrusted to him by the Director, Central Bureau of Investigation in the trial courts and appeals/revisions or other matters arising out of these cases in revisional or appellate courts established by law :—

1. Shri Ningthoujam Ibochaoba Singh

2. Shri H. Chandrjit Sharma

[No. 225/25/2003-AVD-II(iii)]

B. RAJA GOPAL NAIDU, Director

नई दिल्ली, 31 अगस्त, 2004

का.आ. 2242.—केंद्रीय सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्री सौरभ कांत पाधी, अधिवक्ता, कटक और उड़ीसा उच्च न्यायालय, कटक में केंद्रीय अन्वेषण ब्यूरो के रिटेनर काउंसिल को दिल्ली विशेष पुलिस स्थापना द्वारा अन्वेषित मामलों से उद्भूत अभियोजनों, अपीलों, पुनरीक्षणों और अन्य विषयों का संचालन करने के लिए उड़ीसा उच्च न्यायालय, कटक में विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[सं. 225/38/2001-एवीडी-II]

बी० राज गोपाल नायडू, निदेशक

New Delhi, the 31st August, 2004

S.O. 2242.—In exercise of the powers conferred by Sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri Sauriya Kanta Padhi, Advocate, Cuttack and Retainer Counsel of the Central Bureau of Investigation in the Orissa High Court, as Special Public Prosecutor for conducting the prosecutions, appeals, revisions or other matters arising out of the cases investigated by the Delhi Special Police Establishment in the Orissa High Court at Cuttack.

[No. 225/38/2001-AVD-II]

B. RAJA GOPAL NAIDU, Director

वित्त मंत्रालय

(राजस्व विभाग)

केंद्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 26 अगस्त, 2004

का.आ. 2243.—सर्वसाधारण की जानकारी के लिए यह अधिसूचित किया जाता है कि केन्द्र सरकार आयकर नियमावली, 1962 के नियम 2ड के साथ पठित आयकर अधिनियम, 1961 की धारा 10 (23-छ) के प्रयोजनार्थ कर निर्धारण वर्ष 2002-03 से नीचे पैरा (3) में उल्लिखित उद्यम/उपक्रम को अनुमोदित करती है।

2. यह अनुमोदन इस शर्त के अधीन है कि :—

- (i) उद्यम/उपक्रम आयकर नियमावली, 1962 के नियम 2ड के साथ पठित आयकर अधिनियम, 1961 की धारा 10(23छ) के उपबंधों के अनुरूप होगा और उनका अनुपालन करेगा;
- (ii) केन्द्र सरकार यह अनुमोदन वापिस ले लेगी यदि उद्यम/उपक्रम :—
 - (क) आयकर नियमावली, 1962 के नियम 2ड के स्पष्टीकरण (ख) में यथा परिभाषित पात्र कारोबार को जारी रखना बंद कर देता है; अथवा
 - (ख) खाता बहियों का रख-रखाव नहीं करता है तथा आयकर नियमावली, 1962 के नियम 2ड के उप नियम (6) द्वारा यथा अपेक्षित किसी लेखाकार द्वारा ऐसे खातों की लेखा परीक्षा नहीं कराता है; अथवा
 - (ग) आयकर नियमावली, 1962 के नियम 2ड के उप नियम (6) द्वारा यथा अपेक्षित लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करता है।

3. अनुमोदित उद्यम/उपक्रम है :—

मैसर्स एनरकॉन.विण्ड फार्म्स (कर्नाटक) प्राइवेट लिमिटेड कॉलसाइट हाउस, प्लॉट नं. 31, शाह इंडस्ट्रियल एस्टेट, वीरा देसाई रोड, अंधेरी (पश्चिम), मुम्बई-400 053 को कर्नाटक राज्य में जोगीमाट्टी विण्ड जोन, जिला-चित्रदुर्ग में 21 मेगावाट विण्ड पावर प्रोजेक्ट के लिए।

[अधिसूचना सं. 236/2004/फ.सं. 205/57/2001-आयकर नि. II]

निधि सिंह, अवर सचिव

MINISTRY OF FINANCE

(Department of Revenue)

CENTRAL BOARD OF DIRECT TAXES

New Delhi, the 26th August. 2004

S.O. 2243.— It is notified for general information that the enterprise/undertaking, listed at para (3) below has been approved by the Central Government for the purpose of section 10(23G) of the Income-tax Act, 1961, read with rule 2E of the Income-tax Rules, 1962 with effect from the Asslt. Year 2002-03.

2. The approval is subject to the conditions that :—

- (i) the enterprise/undertaking will conform to and comply with the provisions of Section 10(23G) of the Income-tax Act, 1961, read with rule 2E of the Income-tax Rules, 1962

(ii) the Central Government shall withdraw this approval if the enterprise/undertaking :—

- (a) ceases to carry on the eligible business as defined in Explanation (b) to Rule 2E of I.T. Rules, 1962; or
- (b) fails to maintain books of account and get such accounts audited by an accountant as required by sub-rule (6) of rule 2E of the Income-tax Rules, 1962; or
- (c) fails to furnish the audit report as required by sub-rule (b) of rule 2E of the Income-tax Rules, 1962.

3. The enterprise/undertaking approved is—

M/s. Enercon Wind Farms (Karnataka) Pvt. Ltd. Kolsite House, Plot No. 31, Shah Industrial Estate, Veera Desai Road, Andheri (West), Mumbai-400 053 for their 21 MW Wind Power Project in Jogimatti Wind Zone, District Chitradurga in the State of Karnataka.

[Notification No. 236/2004/F. No. 205/57/2001/ITA-II]

NIDHI SINGH, Under Secy.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 26 अगस्त, 2004

का.आ. 2244.— राष्ट्रीयकृत बैंक (प्रबन्ध एवं प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 3 के उपखण्ड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खण्ड (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा नीचे दी गई तालिका के कालम (2) में उल्लिखित व्यक्तियों को तत्काल प्रभाव से एवं अगले आदेश होने तक कालम (3) में उल्लिखित व्यक्तियों के स्थान पर कालम (1) में उल्लिखित बैंकों के निदेशकों के रूप में नामित करती है :—

तालिका

बैंक का नाम	प्रस्तावित व्यक्ति का नाम	विद्यमान निदेशकों के नाम
1	2	3
केनरा बैंक	श्री यो० रामचन्द्र राव, महाप्रबन्धक, भारतीय रिजर्व बैंक, चेन्नई	श्रीमती सुप्रिया पटनायक
सिंडिकेट बैंक	श्री के० आर० दास उप प्रधानाचार्य, भारतीय रिजर्व बैंक, स्टाफ कालेज, चेन्नई	श्रीमती चित्रा चन्द्रमौलीश्वरन

[फ. सं. 9/2/2004-बी ओ-1]

रमेश चन्द, अवर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 26th August, 2004

S.O. 2244.—In exercise of the powers conferred by clause (c) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-clause (1) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 the Central Government, hereby nominates the persons specified in column (2) of the table below as Directors of the nationalised banks specified in column (1) thereof in place of the persons specified in column (3) of the said Table, with immediate effect until further orders :—

TABLE

Name of the bank	Name of the person proposed	Name of the existing directors
1	2	3
Canara Bank	Shri V. Ramachandra Rao, General Manager Reserve Bank of India, Chennai	Smt. Supriya Pattnaik
Syndicate Bank	Shri K. R. Das, Vice-Principal, Reserve Bank Staff College, Chennai	Smt. Chitra Chandramouli-swaran

[F. No. 9/2/2004-B.O.-I]

RAMESH CHAND, Under Secy.

नई दिल्ली, 27 अगस्त, 2004

का.आ. 2245.—राष्ट्रीयकृत बैंक (प्रबन्ध एवं प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 3 के उपखण्ड (1) और खंड 8 के उपखंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्द्वारा, डा. के. सी. चक्रवर्ती (जन्मतिथि 27-6-1952), जो वर्तमान में बैंक आफ बड़ौदा के महाप्रबंधक हैं, को उनके कार्यभार ग्रहण करने की तारीख से तथा अगले आदेश होने तक, जो भी पहले हो 5 वर्ष की अवधि के लिए जब नैशनल बैंक के पूर्णकालिक निदेशक (कार्यपालक निदेशक के रूप में पदनामित) के रूप में नियुक्त करती है। यह नियुक्ति यूनियन बैंक आफ इंडिया में महाप्रबंधक श्री एस. पी. राय द्वारा दायर रिट याचिका (सी) सं. 4037/2004 में सी एम 6846/2004 के संबंध में दिल्ली उच्च न्यायालय के अंतिम निर्णय के अधधीन है।

[फा.सं.-9/8/2004-बी.ओ. I(i)]

रमेश चन्द, अवर सचिव

New Delhi, the 27th August, 2004

S.O. 2245.—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-clause (1) of clause 3 and sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 the Central Government, after consultation with the Reserve Bank of India, hereby appoints Dr. K. C. Chakraborty, (Date of birth 27-6-1952) presently General Manager, Bank of Baroda as a whole time director (designated as the Executive Director) of Panjab National Bank for a period of five years from the date of his taking charge or until further orders, whichever is earlier. The appointment is subject to the final decision of the High Court of Delhi in CMs 6846/2004 in WP(C) No. 4037/2004 filed by Shri S. P. Roy, General Manager, Union Bank of India.

[F. No. 9/8/2004-B.O.I(i)]

RAMESH CHAND, Under Secy.

नई दिल्ली, 27 अगस्त, 2004

का.आ. 2246.—राष्ट्रीयकृत बैंक (प्रबन्ध एवं प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 3 के उपखण्ड (1) और खंड 8 के उपखंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्द्वारा, श्री ए.आर. नागप्पन (जन्मतिथि 11-4-1946), जो वर्तमान में इंडियन बैंक के महाप्रबंधक हैं, को उनके कार्यभार ग्रहण करने की तारीख से 30-4-2006 अर्थात् जिस माह में वह अधिवाषिता की आयु प्राप्त करेंगे, उसके अंतिम दिन तक की अवधि के लिए या अगला आदेश होने तक जो भी पहले हो, इंडियन ओवरसीस बैंक के पूर्णकालिक निदेशक (कार्यपालक निदेशक के रूप में पदनामित) के रूप में नियुक्त करती है। यह नियुक्ति यूनियन बैंक आफ इंडिया के महाप्रबंधक श्री एस. पी. राय द्वारा दायर रिट याचिका (सी) सं. 4037/2004 में सी एम 6846/2004 के संबंध में दिल्ली उच्च न्यायालय के अंतिम निर्णय के अधधीन है।

[फा.सं. 9/8/2004-बी.ओ. I(ii)]

रमेश चन्द, अवर सचिव

New Delhi, the 27th August, 2004

S.O. 2246.—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-clause (1) of clause 3 and sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 the Central Government, after consultation with the

Reserve Bank of India, hereby appoints Shri A.R. Nagappan, (Date of birth-11-4-1946) presently General Manager, Indian Bank as a whole time director (designated as the Executive Director) of Indian Overseas Bank with effect from the date of his taking charge of the post and upto 30-4-2006 i.e. last day of the month in which he would attain the age of superannuation or until further orders, whichever is earlier. The appointment is subject to the final decision of the High Court of Delhi in CMs 6846/2004 in WP(C) No. 4037/2004 filed by Shri S.P. Roy, General Manager, Union Bank of India.

[F. No. 9/8/2004-B.O.I(ii)]

RAMESH CHAND, Under Secy.

नई दिल्ली, 27 अगस्त, 2004

का.आ. 2247.—राष्ट्रीयकृत बैंक (प्रबन्ध एवं प्रकीर्ण उपबन्ध) स्कीम, 1970 के खण्ड 3 के उपखण्ड (1) और खंड 8 के उपखंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा, कुमारी एच.ए. दारुवाला (जन्मतिथि-19-12-1948), जो वर्तमान में यूनियन बैंक आफ इंडिया के महाप्रबंधक हैं, को उनके कार्यभार ग्रहण करने की तारीख से 31-12-2008 अर्थात् जिस माह में वह अधिवार्षिता की आयु प्राप्त करेंगे, उसके अंतिम दिन तक की अवधि के लिए या अगला आदेश होने तक जो भी पहले हो, ओरियंटल बैंक आफ कामर्स के पूर्णकालिक निदेशक (कार्यपालक निदेशक के रूप में पदनामित) के रूप में नियुक्त करती है। यह नियुक्ति यूनियन बैंक आफ इंडिया में महाप्रबंधक श्री एस.पी.राय द्वारा दायर रिट याचिका (सी) सं. 4037/2004 में सी एम 6846/2004 के संबंध में दिल्ली उच्च न्यायालय के अंतिम निर्णय के अधीन है।

[फा.सं.9/8/2004-बी.ओ. I(iii)]

रमेश चन्द, अवर सचिव

New Delhi, the 27th August, 2004

S.O. 2247.—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-clause (1) of clause 3 and sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 the Central Government, after consultation with the Reserve Bank of India, hereby appoints Kum. H.A. Daruwala (Date of birth-19-12-1948) presently General Manager, Union Bank of India as a whole time director (designated as the Executive Director) of Oriental Bank of Commerce with effect from the date of her taking charge of the post and upto 31-12-2008 i.e. the last day of the month

in which she would attain the age of superannuation or until further orders, whichever is earlier. The appointment is subject to the final decision of the High Court of Delhi in CMs 6846/2004 in WP(C) No. 4037/2004 filed by Shri S.P. Roy, General Manager, Union Bank of India.

[F. No. 9/8/2004-B.O.I(iii)]

RAMESH CHAND, Under Secy.

नई दिल्ली, 27 अगस्त, 2004

का. आ. 2248.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970 के खंड 3 के उपखंड (1) और खंड 8 के उपखंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्वारा, श्री सुबोध कुमार गोयल (जन्मतिथि 22-9-1950), जो वर्तमान में आंध्रा बैंक के महाप्रबंधक हैं, को उनके कार्यभार ग्रहण करने की तारीख से तथा अगला आदेश होने तक, जो भी पहले हो, 5 वर्ष की अवधि के लिए इलाहाबाद बैंक के पूर्णकालिक निदेशक (कार्यपालक निदेशक के रूप में पदनामित) के रूप में नियुक्त करती है। यह नियुक्ति यूनियन बैंक आफ इंडिया में महाप्रबंधक श्री एस.पी. राय द्वारा दायर रिट याचिका (सी) सं. 4037/2004 में सी एम 6846/2004 के संबंध में दिल्ली उच्च न्यायालय के अंतिम निर्णय के अधीन है।

[फा.सं. 9/8/2004-बी.ओ. I(iv)]

रमेश चन्द, अवर सचिव

New Delhi, the 27th August, 2004

S.O. 2248.—In exercise of the powers conferred by clause (a) of Sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-clause (1) of clause 3 and sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri Subodh Kumar Goel, (Date of birth 22-9-1950) presently General Manager, Andhra Bank as a whole time director (designated as the Executive Director) of Allahabad Bank for a period of five years from the date of his taking charge and until further orders, whichever is earlier. The appointment is subject to the final decision of the High Court of Delhi in CMs 6846/2004 in WP(C) No. 4037/2004 filed by Shri S.P. Roy, General Manager, Union Bank of India.

[F. No. 9/8/2004-B.O. I(iv)]

RAMESH CHAND, Under Secy.

नई दिल्ली, 27 अगस्त, 2004

का. आ. 2249.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970 के खंड 3 के उपखंड (1) और खंड 8 के उपखंड (1)

के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात, एतद्वारा, श्री के. रामकृष्णन (जन्मतिथि 22-7-1948), जो वर्तमान में बैंक आफ इंडिया के महाप्रबंधक हैं, को उनके कार्यभार ग्रहण करने की तारीख से 31-7-2008 अर्थात् जिस माह में वह अधिवार्षिता की आयु प्राप्त करेंगे, उसके अंतिम दिन तक की अवधि के लिए या अगला आदेश होने तक, जो भी पहले हो, बैंक आफ बड़ौदा के पूर्णकालिक निदेशक (कार्यपालक निदेशक के रूप में पदनामित) के रूप में नियुक्त करती है। यह नियुक्ति यूनियन बैंक आफ इंडिया में महाप्रबंधक श्री एस.पी. राय द्वारा दायर रिट याचिका (सी) सं. 4037/2004 में सी एम 6846/2004 के संबंध में दिल्ली उच्च न्यायालय के अंतिम निर्णय के अध्वधीन है।

[फा.सं. 9/8/2004-बी.ओ. I (v)]

रमेश चन्द, अवर सचिव

New Delhi, the 27th August, 2004

S.O. 2249.—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-clause (1) of clause 3 and sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri K. Ramakrishnan, (Date of birth 22-7-1948) presently General Manager, Bank of India as a whole time director (designated as the Executive Director) of Bank of Baroda with effect from the date of his taking charge of the post and upto 31-7-2008 i.e. the last day of the month in which he would attain the age of superannuation or until further orders, whichever is earlier. The appointment is subject to the final decision of the High Court of Delhi in CMs 6846/2004 in WP(C) No. 4037/2004 filed by Shri S.P. Roy, General Manager, Union Bank of India.

[F. No. 9/8/2004-B.O. I (v)]

RAMESH CHAND, Under Secy.

नई दिल्ली, 27 अगस्त, 2004

का. आ. 2250.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970 के खंड 3 के उपखंड (1) और खंड 8 के उपखंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात, एतद्वारा, श्री पी. सुब्बाराव (जन्मतिथि 18-10-1947), जो वर्तमान में सेंट्रल बैंक आफ इंडिया के महाप्रबंधक हैं, को उनके कार्यभार ग्रहण करने की तारीख से 31-10-2007 अर्थात् जिस माह में वह अधिवार्षिता की आयु प्राप्त करेंगे, उसके अंतिम दिन तक की अवधि के लिए या अगले आदेश होने तक, जो भी पहले हो, पंजाब एंड सिंध बैंक के पूर्णकालिक निदेशक (कार्यपालक निदेशक

के रूप में पदनामित) के रूप में नियुक्त करती है। यह नियुक्ति यूनियन बैंक आफ इंडिया में महाप्रबंधक श्री एस.पी. राय द्वारा दायर रिट याचिका (सी) सं. 4037/2004 में सी एम 6846/2004 के संबंध में दिल्ली उच्च न्यायालय के अंतिम निर्णय के अध्वधीन है।

[फा.सं. 9/8/2004-बी.ओ. I (vi)]

रमेश चन्द, अवर सचिव

New Delhi, the 27th August, 2004

S.O. 2250.—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-clause (1) of clause 3 and sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri P. Subbarao, (Date of birth 18-10-1947) presently General Manager, Central Bank of India as a whole time director (designated as the Executive Director) of Punjab and Sind Bank with effect from the date of his taking charge of the post and upto 31-10-2007 i.e. the last day of the month in which he would attain the age of superannuation or until further orders, whichever is earlier. The appointment is subject to the final decision of the High Court of Delhi in CMs 6846/2004 in WP(C) No. 4037/2004 filed by Shri S.P. Roy, General Manager, Union Bank of India.

[F. No. 9/8/2004-B.O. I (vi)]

RAMESH CHAND, Under Secy.

नई दिल्ली, 27 अगस्त, 2004

का. आ. 2251.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970 के खंड 3 के उपखंड (1) और खंड 8 के उपखंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात, एतद्वारा, श्री बी. सांबामूर्ति (जन्मतिथि 23-10-1948), जो वर्तमान में सिंडिकेट बैंक के महाप्रबंधक हैं, को उनके कार्यभार ग्रहण करने की तारीख से 31.10.2008 अर्थात् जिस माह में वह अधिवार्षिता की आयु प्राप्त करेंगे, उसके अंतिम दिन तक की अवधि के लिए अगले आदेश होने तक, जो भी पहले हो, इंडियन बैंक के पूर्णकालिक निदेशक (कार्यपालक निदेशक के रूप में पदनामित) के रूप में नियुक्त करती है। यह नियुक्ति यूनियन बैंक आफ इंडिया में महाप्रबंधक श्री एस.पी. राय द्वारा दायर रिट याचिका (सी) सं. 4037/2004 में सी एम 6846/2004 के संबंध में दिल्ली उच्च न्यायालय के अंतिम निर्णय के अध्वधीन है।

[फा.सं. 9/8/2004-बी.ओ. I (vii)]

रमेश चन्द, अवर सचिव

New Delhi, the 27th August, 2004

S.O. 2251.—In exercise of the powers conferred by clause (a) of Sub-section (3) of Section 9 of the Banking

Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-clause (1) of clause 3 and sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri B. Sambamurthy, (Date of Birth 23-10-1948) presently General Manager, Syndicate Bank as a whole time director (designated as the Executive Director) of Indian Bank with effect from the date of his taking charge of the post and upto 31-10-2008 i.e. the last day of the month in which he would attain the age of superannuation or until further orders, whichever is earlier. The appointment is subject to the final decision of the High Court of Delhi in CMs 6846/2004 in WP(C) No. 4037/2004 filed by Shri S.P. Roy, General Manager, Union Bank of India.

[F. No. 9/8/2004-B.O. I(vii)]
RAMESH CHAND, Under Secy.

नई दिल्ली, 27 अगस्त, 2004

का. आ. 2252.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970 के खंड 3 के उपखंड (1) और खंड 8 के उपखंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्द्वारा, श्री एम. विश्वनाथन नायर (जन्मतिथि 3-3-1952), जो वर्तमान में कार्पोरेशन बैंक के महाप्रबंधक हैं, को उनके कार्यभार ग्रहण करने की तारीख से तथा अगला आदेश होने तक, जो भी पहले हो, 5 वर्ष की अवधि के लिए देना बैंक के पूर्णकालिक निदेशक (कार्यपालक निदेशक के रूप में पदनामित) के रूप में नियुक्त करती है। यह नियुक्ति यूनियन बैंक ऑफ इंडिया में महाप्रबंधक श्री एस.पी. राय द्वारा दायर रिट याचिका (सी) सं. 4037/2004 में सी एम 6846/2004 के संबंध में दिल्ली उच्च न्यायालय के अंतिम निर्णय के अधधीन है।

[फा.सं. 9/8/2004-बी.ओ. I (viii)]
रमेश चन्द, अवर सचिव

New Delhi, the 27th August, 2004

S.O. 2252.—In exercise of the powers conferred by clause (a) of Sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-clause (1) of clause 3 and sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri M. Vishwanathan Nair, (Date of Birth 3-3-1952) presently General Manager, Corporation Bank as a whole time director (designated as the Executive Director) of Dena Bank for a

period of five years from the date of his taking charge and until further orders, whichever is earlier. The appointment is subject to the final decision of the High Court of Delhi in CMs 6846/2004 in WP(C) No. 4037/2004 filed by Shri S.P. Roy, General Manager, Union Bank of India.

[F. No. 9/8/2004-B.O. I (viii)]
RAMESH CHAND, Under Secy.

नई दिल्ली, 2 सितम्बर, 2004

का. आ. 2253.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) योजना, 1970 के खंड (9) के उपखंड (1) और 2(क) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खंड (च) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्द्वारा, श्री देबाशीष बनर्जी, महासचिव, युनाइटेड बैंक अधिकारी एसोसिएशन जो वर्तमान में प्रधान कार्यालय के एसपीएफ विभाग में उप मुख्य अधिकारी के रूप में तैनात हैं, को 22 अगस्त, 2004 से 21 अगस्त, 2007 तक तीन वर्ष की अवधि के लिए या युनाइटेड बैंक ऑफ इंडिया में अधिकारी के रूप में उनकी सेवाएं समाप्त होने तक या अगला आदेश होने तक, इनमें से जो भी पहले हो, युनाइटेड बैंक ऑफ इंडिया के बोर्ड में अधिकारी कर्मचारी निदेशक के रूप में पुनः नामित करती है।

[फा. सं. 9/34/2004-बी.ओ. I]
रमेश चन्द, अवर सचिव

New Delhi, the 2nd September, 2004

S.O. 2253.—In exercise of the powers conferred by clause (f) of Sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-clause (1) and (2)(a) of clause 9 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby re-nominates Shri Debasish Banerjee, General Secretary, United Bank Officers' Association and presently posted as Deputy Chief Officer, SPF Department at Head Office as Officer Employee Director on the Board of United Bank of India for a period of three years from 22-8-2004 and upto 21-8-2007 or until he ceases to be an officer of United Bank of India or until further orders, whichever is earlier.

[F. No. 9/34/2004-B.O. I]
RAMESH CHAND, Under Secy.

नई दिल्ली, 1 सितम्बर, 2004

का. आ. 2254.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970 की धारा 3 की उपधारा (1) के साथ पठित बैंककारी

कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खंड (ड) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री मोहन लाल बग्गा, विशेष सहायक, पंजाब नेशनल बैंक को 1-9-2004 से तीन वर्ष की अवधि के लिए और उसके बाद उनके उत्तराधिकारी की नियुक्ति होने तक या पंजाब नेशनल बैंक के कर्मकार कर्मचारी के रूप में उनकी सेवाएं समाप्त होने तक या अगले आदेशों तक, इनमें से जो भी पहले हो, पंजाब नेशनल बैंक के निदेशक बोर्ड में कर्मकार कर्मचारी निदेशक के रूप में नियुक्त करती है, बशर्ते कि वे लगातार छह वर्ष से अधिक की अवधि के लिये पदभार ग्रहण नहीं करेंगे।

[फा. सं. 15/8/2004-आई.आर.]

ए० थामस, अवर सचिव

New Delhi, the 1st September, 2004

S.O. 2254.—In exercise of the powers conferred by clause (e) of Sub-section 3 of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-clause (1) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government hereby appoints Shri Mohan Lal Bagga, Special Assistant, Punjab National Bank as Workmen Employee Director on the Board of Directors of Punjab National Bank for a period of three years with effect from 1-9-2004 and thereafter until his successor is appointed or till he ceases to be a workman employee of Punjab National Bank, or until further orders, whichever is earlier provided that he shall not hold office continuously for a period exceeding six years.

[F. No. 15/8/2004-IR]

A. THOMAS, Under Secy.

नई दिल्ली, 1 सितम्बर, 2004

का. आ. 2255.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, भारत सरकार, वित्त मंत्रालय के तत्कालीन राजस्व और बैंकिंग विभाग की दिनांक 7 मार्च, 1977 की अधिसूचना सं. का.आ. 220(अ), जो भारत के राजपत्र, भाग-II, खंड 3, उपखंड (ii) में 9 मार्च, 1977 को प्रकाशित हुई थी, में निम्नलिखित और संशोधन करती है, अर्थात् :

उपर्युक्त अधिसूचना में "रामनाथपुरम, तिरुनेलवेली, विरुधुनगर, शिवगंगै, टुटीकोरिन और मदुरै जिले" शब्दों के स्थान पर "रामनाथपुरम, तिरुनेलवेली, विरुधुनगर, शिवगंगै, टुटीकोरिन और मदुरै, पुदुकोट्टै और डिंडिगल जिले" शब्द रखे जाएंगे।

[फा. सं. 1(2)/90-आर.आर.बी.]

जी०बी० सिंह, अवर सचिव

पाद टिप्पणी : दिनांक 7 मार्च, 1977 की मूल अधिसूचना सं. का.आ. 220(अ), भारत के राजपत्र (असाधारण), भाग-II, खंड 3, उपखंड (ii) में 9 मार्च, 1977 को प्रकाशित हुई थी और तत्पश्चात् निम्नलिखित संशोधन किया गया :—

(i) दिनांक 23 सितम्बर, 1985 का का.आ. 4825; और

(ii) दिनांक 12 फरवरी, 1999 का का.आ. 521।

New Delhi, the 1st September, 2004

S.O. 2255.—In exercise of the powers conferred by Sub-section (1) of Section 3 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby makes the following further amendment in the Notification of the Government of India in the Ministry of Finance in the erstwhile Department of Revenue and Banking Number S.O. 220(E) dated the 7th March, 1977 published in the Gazette of India, Part II, Section 3, Sub-section (ii) dated the 9th March, 1977, namely :—

In the said Notification for the words "districts of Ramanathapuram, Tirunelveli, Virudhunagar, Sivagangai, Tuticorin and Madurai" the words "districts of Ramanathapuram, Tirunelveli, Virudhunagar, Sivagangai, Tuticorin, Madurai, Pudukottai and Dindigul" shall be substituted.

[F. No. 1(2)/90-RRB]

G. B. SINGH, Under Secy.

Foot Note : The Principal notification number S.O. 220(E) dated 7th March, 1977 was published in the Gazette of India (Extraordinary), Part-II, Section 3, Sub-section (ii) dated 9th March, 1977 and subsequently amended as follows :—

(i) S.O. 4825 dated 23rd September, 1985; and

(ii) S.O. 521 dated 12th February, 1999.

नई दिल्ली, 3 सितम्बर, 2004

का. आ. 2256.—भारतीय निर्यात आयात बैंक अधिनियम, 1981 (1981 का 28) की धारा 6 की उप-धारा (1) के खंड (ड) के उपखंड (झ) के अनुसार में, केन्द्रीय सरकार, एतद्वारा श्री अमिताभ वर्मा, संयुक्त सचिव, वित्त मंत्रालय, आर्थिक कार्य विभाग (बैंकिंग प्रभाग), नई दिल्ली को श्री शेखर अग्रवाल के स्थान पर भारतीय निर्यात आयात बैंक के निदेशक बोर्ड में निदेशक के रूप में नामित करती है।

[फा. सं. 24(27)/2001-आईएफ-1 (खंड-II)]

मारगरेट, अवर सचिव

New Delhi, the 3rd September, 2004

S.O. 2256.—In pursuance of sub-clause (i) of clause (e) of sub-section (1) of Section 6 of the Export Import Bank of India Act, 1981 (28 of 1981), the

Central Government hereby nominates Shri Amitabh Verma, Joint Secretary, Ministry of Finance, Department of Economic Affairs (Banking Division), New Delhi as a Director on the Board of Directors of the Export Import Bank of India *vice* Shri Shekhar Agarwal.

[F.No. 24(27)/2001-IF-I (Vol. II)]

MARGARET, Under Secy.

विदेश मंत्रालय

(सी. पी. वी. प्रभाग)

नई दिल्ली, 27 अगस्त, 2004

का.आ. 2257.—राजनयिक कौंसली अधिकारी (शपथ एवं शुल्क) अधिनियम, 1948 (1948 का 41वां) की धारा 2 के अंक (क) के अनुसरण में केंद्रीय सरकार एतद्वारा भारत का प्रधान कौंसलावास, बर्मिंघम में श्री एस. के. गोगना, सहायक को 27-8-2004 से सहायक कौंसली अधिकारी का कार्य करने हेतु प्राधिकृत करती है।

[सं. टी-4330/01/2004]

उपेन्द्र सिंह रावत, अवर सचिव (कौंसुलर)

MINISTRY OF EXTERNAL AFFAIRS

(C.P.V. Division)

New Delhi, the 27th August, 2004

S.O. 2257.—In pursuance of clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorise Shri S.K. Gogna, Assistant in the Consulate General of India, Birmingham to perform the duties of Assistant Consular Officer with effect from 27-08-2004.

[No. T-4330/01/2004]

U. S. RAWAT, Under Secy. (Cons.)

स्वास्थ्य एवं परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

(पी एम एस अनुभाग)

नई दिल्ली, 17 अगस्त, 2004

का.आ. 2258.—दन्त चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार भारतीय दन्त चिकित्सा परिषद् से परामर्श करने

के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है; अर्थात्

अनुसूची के भाग-1 में क्रम संख्या 36 और उससे संबंधित प्रविष्टियों के सामने निम्नलिखित प्रविष्टियां जोड़ी जाएंगी, नामतः

36. उत्कल विश्वविद्यालय भुवनेश्वर	बैचलर आफ डेंटल सर्जरी विनायक मिशन लार्ड जगन्नाथ इंस्टीट्यूट आफ डेंटल साइंसेज एंड रिसर्च, भुवनेश्वर के बी डी एस छात्रों के संबंध में यह दंत चिकित्सा अर्हता तभी मान्यताप्राप्त अर्हता होगी जब यह 24-3-2004 को अथवा उसके बाद प्रदान की गई हो।	बी.डी.एस उत्कल विश्वविद्यालय भुवनेश्वर
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[सं. वी-12017/4/97-पी.एम.एस.]

ए० के० सिंह, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

(PMS Section)

New Delhi, the 17th Aug 2004

S.O. 2258.—In exercise of the power conferred by sub-section (2) of the Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely:—

In Part-I of the Schedule, against Serial Number 36, and the entries relating thereto, the following entries shall be added, namely:

36. Utkal University Bhubaneswar	BACHELOR OF DENTAL SURGERY The following dental qualification shall be recognised qualification in respect of the BDS students of Vinayaka Mission's Lord Jagannath Institute of Dental Sciences & Research, Bhubaneswar, if granted on or after 24-3-2004.	BDS Utkal University, Bhubaneswar
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[F.No. V-12017/4/97-PMS]

A. K. SINGH, Under Secy.

युवा कार्यक्रम और खेल मंत्रालय

नई दिल्ली, 17 अगस्त, 2004

का. आ. 2259.—केन्द्रीय सरकार एतद्वारा राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10(4) के अनुसरण में, नेहरू युवा केन्द्र संगठन के निम्नलिखित कार्यालय को, जिसके कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

कार्यालय का नाम	राज्य	क्षेत्र
नेहरू युवा केन्द्र, चित्तूर	आन्ध्र प्रदेश	"ग"
[मि. सं० ई.-11011/7/2004-हि.ए.]		
आर०एन० शर्मा, उप सचिव		

MINISTRY OF YOUTH AFFAIRS AND SPORTS

New Delhi, the 17th August, 2004

S.O. 2259.—In pursuance of rule 10(4) of the Official Language (Use for Official Purposes of the Union) Rule, 1976 the Central Government hereby notifies the following office of Nehru Yuva Kendra Sangathan the Staff whereof have acquired working knowledge of Hindi :—

Office	State	Region
Nehru Yuva Kendra, Chittoor	Andhra Pradesh	"C"
[F. No. E-11011/7/2004-H.U.]		
R.N. SHARMA, Dy. Secy.		

पोत-परिवहन मंत्रालय

(नौवहन-पक्ष)

नई दिल्ली, 25 अगस्त, 2004

का. आ. 2260.—केन्द्रीय सरकार, दीपघर केन्द्रीय सलाहकार समिति (प्रक्रियात्मक) नियमावली, 1976 के नियम 4 के साथ पठित दीपघर अधिनियम, 1927 (1927 का 17) की धारा 4 की उपधारा (i) के अनुसरण में, एतद्वारा, भारत सरकार, पोत-परिवहन मंत्रालय (नौवहन-पक्ष) की दिनांक 12 मई, 2003 की अधिसूचना सं. एल.एच.-11016/2/2002-एस.एल. में निम्नलिखित संशोधन करती है :—

दीपघर केन्द्रीय सलाहकार समिति (सी ए सी एल) में नियुक्तियों से सम्बन्धित दिनांक 12 मई 2003 की उक्त राजपत्र अधिसूचना में, क्रम सं. 5 पर विद्यमान प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि प्रतिस्थापित की जाएगी, अर्थात् :—

5. श्री दहिया भाई बी. पटेल
संसद-सदस्य (लोक सभा)

[फा.सं. एल एच-11016/2/2002-एस एल]

बी०पी० राणा, अवर सचिव

MINISTRY OF SHIPPING

(SHIPPING WING)

New Delhi, the 25th August, 2004

S.O. 2260.—In pursuance of Sub-section (1) of Section 4 of the Lighthouse Act, 1927 (No. 17 of 1927) read

with Rule 4 of the Central Advisory Committee for Lighthouses (Procedural) Rules, 1976, the Central Government hereby makes the following amendments in the Government of India, Ministry of Shipping (Shipping Wing's) Notification No. LH-11016/2/2002-SL dated 12th May, 2003.

In the said Gazette Notification dated 12th May, 2003 regarding appointments made to the Central Advisory Committee for Lighthouses (CACL), for the existing entry at S. No. 5, the following entry shall be substituted, namely :—

5. Shri Dahya Bhai V. Patel,
Member of Parliament
(Lok Sabha).

[F.No. LH-11016/2/2002-SL]

V.P. RANA, Under Secy.

कृषि मंत्रालय

(पशुपालन और डेरी विभाग)

नई दिल्ली, 26 अगस्त, 2004

का. आ. 2261.—राष्ट्रपति, केन्द्रीय सिविल सेवा (वर्गीकरण, नियंत्रण और अपील) नियम, 1965 के नियम 9 के उप-नियम, (2), नियम 12 के उप-नियम (2) के खंड (ख) और नियम 24 के उप-नियम (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत सरकार के कृषि मंत्रालय (पशुपालन और डेरी विभाग) के अधिसूचना संख्या का.आ. 705 तारीख 1 मार्च 2003 में निम्नलिखित संशोधन करने का निदेश देते हैं, अर्थात् :—

उपर्युक्त अधिसूचना की अनुसूची के स्थान पर निम्नलिखित अनुसूची होगी, अर्थात् :—

"अनुसूची

भाग-1 साधारण केन्द्रीय सेवा, समूह 'ख'

पद का विवरण	नियुक्ति प्राधिकारी	प्राधिकारी जो शास्ति अधिरोपित करने के लिए सक्षम हैं और शास्ति जो वह अधिरोपित कर सकेगा (नियम 11 में मद संख्या के संदर्भ में)	अपील प्राधिकारी
1	2	3	4
दिल्ली दुग्ध योजना समूह 'ख' पद	महाप्रबंधक, दिल्ली दुग्ध योजना	महा-प्रबंधक, दिल्ली दुग्ध योजना	संयुक्त सचिव (डेरी विकास), कृषि मंत्रालय, पशुपालन और डेरी विभाग

1	2	3	4	5
दिल्ली दुग्ध योजना समूह 'ख' पद	महाप्रबंधक, दिल्ली दुग्ध योजना	महा-प्रबंधक, दिल्ली दुग्ध योजना	सभी	संयुक्त सचिव (डेरी विकास), कृषि मंत्रालय, पशुपालन और डेरी विभाग

भाग-II साधारण केन्द्रीय सेवा, समूह 'ग'

सभी पद	उप महा-प्रबंधक, (प्रशासन), दिल्ली दुग्ध योजना	उप महा-प्रबंधक, (प्रशासन), दिल्ली दुग्ध योजना	सभी	महाप्रबंधक, दिल्ली दुग्ध योजना
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भाग-III साधारण केन्द्रीय सेवा, समूह 'घ'

1	2	3	4	5
सभी पद	उप महा- प्रबंधक, (प्रशासन), दिल्ली दुग्ध योजना	उप महा- प्रबंधक, (प्रशासन), दिल्ली दुग्ध योजना	सभी	महाप्रबंधक, दिल्ली दुग्ध योजना

[फा० संख्या 3-7/2004-प्रशासन-4]

के०एस० चन्द्रहासन, उप सचिव

MINISTRY OF AGRICULTURE

(Department of Animal Husbandry and Dairying)

New Delhi, the 26th August, 2004

S.O. 2261.—In exercise of the powers conferred by sub-rule (2) of rule 9, clause (b) of sub-rule (2) of rule 12 and sub-rule (1) of rule 24 of the Central Civil Services (Classification, Control and Appeal) Rule, 1965, the President hereby directs that the following amendments be made in the notification of the Government of India, Ministry of Agriculture (Department of Animal Husbandry and Dairying), number S.O. 705, dated the 1st March, 2003, namely:—

In the said notification for the Schedule the following Schedule shall be substituted, namely:—

“SCHEDULE

Part-I General Central Service, Group 'B'

Description of the post	Appointing Authority	Authority competent to impose penalties and penalties which it may impose (with reference to item number in rule 11)	Appellate Authority
1	2	3	4
Delhi Milk Scheme Group 'B' posts	General Manager, Delhi Milk Scheme	General Manager, Delhi Milk Scheme	All
			Joint Secretary (Dairy Development), Ministry of Agriculture, Department of Animal Husbandry and Dairying

Part-II General Central Service, Group 'C'

1	2	3	4	5
All posts	Deputy General Manager (Administration), Delhi Milk Scheme	Deputy General Manager (Administration), Delhi Milk Scheme	All	General Manager Delhi Milk Scheme

Part-III General Central Service, Group 'D'

1	2	3	4	5
All posts	Deputy General Manager (Administration), Delhi Milk Scheme	Deputy General Manager (Administration), Delhi Milk Scheme	All	General Manager, Delhi Milk Scheme

[F. No. 3-7/2004-Admn. IV]

K.S. CHANDRAHASAN, Dy. Secy.

कोयला एवं खान मंत्रालय

(कोयला विभाग)

आदेश

नई दिल्ली, 31 अगस्त, 2004

का. आ. 2262.—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उपधारा (1) के अधीन जारी भारत सरकार के कोयला मंत्रालय (कोयला विभाग) की अधिसूचना संख्यांक का.आ. 1645, तारीख 13 अगस्त, 1998 के जो भारत के राजपत्र, भाग-II, खंड 3, उपखंड (ii) तारीख 22 अगस्त, 1988 में प्रकाशित हुई थी, प्रकाशन पर, उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है) में खनिज के खनन, खदान, बोर करने, उनकी खुदाई करने और खनिजों को तलाश करने, उन्हें प्राप्त करने, उस पर कार्य करने और उन्हें ले जाने के अधिकार, उक्त अधिनियम की धारा 10 की उपधारा (1) के अधीन, सभी विल्लंगमों से मुक्त होकर, आत्यंतिक रूप से केन्द्रीय सरकार में निहित हो गए थे;

और केन्द्रीय सरकार का समाधान हो गया है, कि वेस्टर्न कोलफील्ड्स लिमिटेड, नागपुर (जिसे इसमें इसके पश्चात् सरकारी कम्पनी कहा गया है) ऐसे निबंधनों और शर्तों का जिन्हें केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिए तैयार है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है, इस प्रकार निहित उक्त भूमि में के पूर्वोक्त अधिकार केन्द्रीय सरकार में इस प्रकार निहित बने रहने के बजाए, तारीख 22 अगस्त, 1998 से निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए, उक्त कम्पनी में निहित हो जाएंगे, अर्थात्:—

- (1) सरकारी कम्पनी, उक्त अधिनियम के उपबंधों के अधीन यथा अवधरित प्रतिकर, ब्याज नुकसानियों और वैसी ही मदों की बाबत किए गए सभी संदायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी।
- (2) शर्त (1) के अधीन, उक्त सरकारी कम्पनी द्वारा केन्द्रीय सरकार को संदेय रकमों का अवधारण करने के प्रयोजन

के लिए एक अधिकरण का गठन किया जाएगा तथा ऐसी किसी अधिकरण और अधिकरण की सहायता के लिए नियुक्त किए गए व्यक्तियों के संबंध में उपगत सभी व्यय, सरकारी कम्पनी वहन करेगी और इस प्रकार निहित उक्त भूमि में या उस पर निहित होने वाले अधिकारों के लिए या उनके संबंध में सभी विधिक कार्यवाहियों, जैसे अपील आदि की बाबत उपगत, सभी व्यय भी सरकारी कम्पनी वहन करेगी।

- (3) सरकारी कम्पनी, केन्द्रीय सरकार या उसके पदधारियों की, ऐसे किसी अन्य व्यय के संबंध में, उक्त भूमि में या उस पर इस प्रकार निहित होने वाले पूर्वोक्त अधिकारों के बारे में केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो, क्षतिपूर्ति करेगी।
- (4) सरकारी कम्पनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, इस प्रकार निहित उक्त भूमि में पूर्वोक्त अधिकारों को किसी अन्य व्यक्ति को अंतरित करने की कोई शक्ति नहीं होगी; और
- (5) सरकारी कम्पनी, ऐसे निदेशों और शर्तों का, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिए जाएं या अधिरोपित किए जाएं, पालन करेगी।

[सं० 43015/20/94-पी०आर०आई०डब्ल्यू०]

संजय बहादुर, निदेशक

MINISTRY OF COAL AND MINES

(Department of Coal)

ORDER

New Delhi, the 31st August, 2004

S.O. 2262.—Whereas on the publication of the notification of the Government of India in the Ministry of Coal, number S.O. 1645 dated the 13th August, 1998, published in the Gazette of India, Part-II, Section 3, Sub-section (ii), dated the 22nd August, 1998, under Sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act) the rights to mine, quarry, bore, dig and search for win, work and carry away minerals in the lands described in the Schedule appended to the said notification (hereinafter referred to as the said lands) vested absolutely in the Central Government free from all encumbrances under Sub-section (1) of Section 10 of the said Act:

And whereas the Central Government is satisfied (that the Western Coalfields Limited, Nagpur (hereinafter referred to as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 11 of the said Act, the Central

Government hereby directs that the aforesaid rights in the said lands so vested, shall, with effect from the 22nd August, 1998, instead of continuing to so vest in the Central Government, vest in the Government Company, subject to the following terms and conditions, namely :—

- (1) The Government Company shall reimburse the Central Government all payments made in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act.
- (2) A Tribunal shall be constituted for the purpose of determining the amounts payable to the Central Government by the Government Company under condition (1) and all expenditure incurred in connection with any such tribunal and persons appointed to assist the tribunal shall be borne by the Government company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc. for or in connection with the rights, in the said lands, so vested shall be borne by the Government Company.
- (3) The Government Company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the aforesaid rights in the said lands so vesting.
- (4) The Government Company shall have no power to transfer the aforesaid rights in the said lands so vested, to any other person without the previous approval of the Central Government.
- (5) The Government Company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said land as and when necessary.

[No. 43015/20/94/PRIW]
SANJAY BAHADUR, Director

आदेश

नई दिल्ली, 31 अगस्त, 2004

का. आ. 2263.—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उपधारा (1) के अधीन जारी भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का.आ. 3240, तारीख 18 नवम्बर, 2003 के भारत के राजपत्र, भाग-II, खंड 3, उपखंड (ii) तारीख 22 नवम्बर, 2003 में प्रकाशित होने पर, उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि ऐसी भूमि में या (जिसे

इसमें इसके पश्चात् उक्त भूमि कहा गया है) उस पर अधिकार उक्त अधिनियम की धारा 10 की उपधारा (1) के अधीन, सभी विल्लंगमों से मुक्त होकर, आत्यंतिक रूप से केन्द्रीय सरकार में निहित हो गए थे :

और, केन्द्रीय सरकार का यह समाधान हो गया है, कि महानदी कोलफील्ड्स लिमिटेड, जागृति बिहार, संबलपुर, (उड़ीसा) (जिसे इसमें इसके पश्चात् उक्त सरकारी कम्पनी कहा गया है) ऐसे निबंधनों और शर्त का, जो केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिए तैयार है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि इस प्रकार निहित उक्त भूमि में या उस पर के अधिकार केन्द्रीय सरकार में इस प्रकार निहित बने रहने के बजाए, तारीख 22 नवम्बर, 2003 निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए, उक्त सरकारी कम्पनी में निहित हो जाएंगे, अर्थात् :—

- (1) सरकारी कम्पनी, उक्त अधिनियम के उपबंधों के अधीन अवधारित प्रतिकर, ब्याज और नुकसानियों और ऐसी ही मदों की बाबत किए गए सभी संदायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी;
- (2) सरकारी कम्पनी द्वारा शर्त (1) के अधीन, केन्द्रीय सरकार को संदेय रकमों का अवधारण करने के प्रयोजन के लिये एक अधिकरण का गठन किया जाएगा तथा ऐसे किसी अधिकरण और ऐसे अधिकरण की सहायता के लिये नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय, उक्त कम्पनी वहन करेगी और इसी प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के लिए या उनके संबंध में सभी विधिक कार्यवाहियों, जैसे अपील आदि की बाबत उपगत, सभी व्यय भी, उक्त सरकारी कम्पनी वहन करेगी;
- (3) सरकारी कम्पनी, केन्द्रीय सरकार या उसके पदधारियों की, ऐसे किसी अन्य व्यय के संबंध में, जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो, क्षतिपूर्ति करेगी;
- (4) कम्पनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, उक्त भूमि अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी; और
- (5) उक्त कम्पनी, ऐसे निर्देशों और शर्तों का, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिए जाएं या अधिरोपित की जाएं, पालन करेगी।

[सं. 43015/20/98-पी०आर०आई० डब्ल्यू०]

संजय बहादुर, निदेशक

ORDER

New Delhi, the 31st August, 2004

S.O. 2263.—Whereas on the publication of the notification of the Government of India in the Ministry of Coal, number S.O. 3240 dated the 18th November, 2003 in the Gazette of India, Part-II, Section 3, Sub-Section (ii),

dated the 22nd November, 2003, the issued under sub-section (1) of Section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act) the lands and the rights described in the Schedule appended to the said notification (hereinafter referred to as the said lands) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of Section 10 of the said Act;

And whereas the Central Government is satisfied that the Mahanadi Coalfields Limited, Sambalpur, (Orissa) (hereinafter referred to as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in the exercise of the powers conferred by sub-section (1) of Section 11 of the said Act, the Central Government hereby directs that the said lands and rights so vested shall with effect from the 22nd November, 2003 instead of continuing to so vest in the Central Government vest in the Government Company, subject to the following terms and conditions, namely :—

- (1) The Government Company shall reimburse the Central Government all payments made in respect of compensation, interest, damages and the like as determined under the provisions of the said Act.
- (2) A Tribunal shall be constituted for the purpose of determining the amounts payable to the Central Government by the Government Company under condition (1) and all expenditure in connection with any such tribunal and persons appointed to assist the tribunal shall be borne by the Government Company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc. for or in connection with the rights, in or over the lands, so vested shall also be borne by the Government Company.
- (3) The Government Company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the rights in or the over lands so vesting.
- (4) The Government Company shall have no power to transfer the rights specified in the schedule to the notification referred to in the 1st paragraph above to any other person without the prior approval of the Central Government.
- (5) The Government Company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said land as and when necessary.

[No. 43015/20/98-PRIW]

SANJAY BAHADUR, Director

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 10 अगस्त, 2004

का०आ० 2264.— भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 6 के उपविनियम (3) के अनुसरण में भारती मानक ब्यूरो एतद्वारा नीचे अनुसूची में दिए गये उत्पादों की मुहरांकन शुल्क अधिसूचित करता है :—

अनुसूची

भारतीय मानक सं.	भाग	अनु	वर्ष	उत्पाद	इकाई	न्यूनतम मुहरांकन शुल्क बड़े पैमाने पर	छोटे पैमाने पर	इकाई दर	प्रचालन तिथि
1	2	3	4	5	6	7	8	9	10
14562	0	0	1998	अग्निरोधी कम्प्यूटर मीडिया प्रोजेक्शन केबिनेट	एक केबिनेट	31000	25000	60	20020101
14871	0	0	2000	फाइबर प्रबलित सीमेंट उत्पाद—छत व क्लैडिंग के लिए लम्बी जालीदार या असमान काट की चादरें	एक मीटर	36000	29000	10	20020128
14697	0	0	1999	ए सी स्थैतिक ट्रांसफार्मर चालित वाट घंटे एवं ए आर घंटे मीटर वर्ग 0.2 एस तथा 0.5 ए	एक मीटर	13500	121500	3	20020129
6834	1	0	1973	वाहक चैन, चैन पहिए तथा जुड़नार भाग 1 : चैन	100 एम	31000	25000	15	20020208
8110	0	0	2000	कुओं की जाली (स्क्रीन) और खाँचदार पाइप	1 एम	60000	50500	1	20020227
10	4	0	1989	चाय की पेटियाँ	1 सेट (12 नग)	20000	14000	0.06	20020301
158	0	0	1981	सामान्य कार्यों के लिए ब्रुश से लगाए जाने वाले बिटुमनी, काला, सीसा रहित, अम्ल क्षार तैयार मिश्रित रंग रोगन	1 लिटर/1 किग्रा.	20000	14000	0.22	20020301
164	0	0	1981	सड़कों पर निशान लगाने के लिए तैयार रोगन	1 लिटर/1 किग्रा.	20000	14000	0.22	20020301
220	0	0	1988	फेरो-गैलो टैन्ट फांटेनपेन की स्याही (0.1 प्रतिशत लौह अंश)	1 लिटर	20000	14000	0.14	20020301
261	0	0	1982	कॉपर सल्फेट	1 टन	24000	17000	4.32	20020301
265	0	0	1993	हाइड्रोक्लोरिक अम्ल	1 किग्रा.	20000	14000	0.22	20020301
278	0	0	1978	बाड़ लगाने के लिये जस्तीकृत इस्पात के काँटेदार तार	1 टन	24000	17000	14.4	20020301
281	0	0	1991	पेडलॉक के साथ उपयोग के लिए मृदु इस्पात के सरकवाँ दरवाजों के काबले	एक नग	24000	17000	0.07	20020301
302	2	3	1992	घरेलू और समान विद्युत साधनों की सुरक्षा, खंड 3 विद्युत इस्तररी	एक नग	20000	14000	1.08	20020301
302	2	30	1992	विद्युत विकीरक- सुरक्षा	एक नग	20000	14000	1.08	20020301
302	2	201	1992	इलेक्ट्रिक इमर्शन वॉटर हीटर सुरक्षा	एक नग	20000	14000	1.08	20020301
303	0	0	1989	सामान्य प्रयोजनों के लिए प्लाईवुड	एक वर्ग मीटर	24000	17000	0.14	20020301
325	0	0	1996	तीन फेजीय प्रेरण मोटरें	1 केवीए	27000	20000	1.44	20020301
341	0	0	1973	ब्लैक जापान, टाइप ए.बी. और सी.	1 लिटर/1 किग्रा.	20000	14000	0.22	20020301

1	2	3	4	5	6	7	8	9	10
366	0	0	1991	विद्युत इस्तरी	1 नग	20000	14000	1.08	20020301
368	0	0	1992	पानी गर्म करने के डुबाऊ हीटर	1 नग	20000	14000	1.08	20020301
369	0	0	1992	विद्युत विकीरक	1 नग	20000	14000	1.08	20020301
371	0	0	1999	सीलिंग रोज	100 नग	24000	17000	1.44	20020301
374	0	0	1979	बिजली के छत के पंखे और रेग्युलेटर	1 नग	26000	18000	1.44	20020301
393	0	0	1985	स्टैम्प पैड की स्याही	1 किग्रा.	20000	14000	0.22	20020301
398	1	0	1996	शिरोपरि प्रेषण कार्यों के लिए एल्युमीनियम के चालक भाग 1 एल्युमीनियम के लड़दार चालक	1 टन	24000	17000	28.8	20020301
398	2	0	1996	शिरोपरि प्रेषण कार्यों के लिए एल्युमीनियम के चालक भाग 2 एल्युमीनियम चालक जस्तीकृत इस्पात प्रबलित	1 टन	24000	17000	28.8	20020301
398	2	0	1996	शिरोपरि प्रेषण कार्यों के लिए एल्युमीनियम के चालक भाग 2 एल्युमीनियम चालक जस्तीकृत इस्पात प्रबलित	1 टन	24000	17000	28.8	20020301
398	4	0	1994	शिरोपरि प्रेषण कार्यों के लिए एल्युमीनियम के चालक भाग 4 एल्युमीनियम मिश्र-धातु लड़दार चालक एल्युमीनियम-मैग्नीशियम—सिलिकॉन टाइप	1 टन	24000	17000	28.8	20020301
398	5	0	1992	शिरोपरि प्रेषण कार्यों के लिए एल्युमीनियम के चालक भाग 5 अतिउच्च वोल्टता (400 किवो और अधिक) के लिए जस्तीकृत इस्पात प्रबलित एल्युमीनियम चालक	1 टन	24000	17000	28.8	20020301
398	5	0	1992	शिरोपरि प्रेषण कार्यों के लिए एल्युमीनियम के चालक भाग 5 अतिउच्च वोल्टता (400 किवो और अधिक) के लिए जस्तीकृत इस्पात प्रबलित एल्युमीनियम चालक	1 टन	24000	17000	28.8	20020301
419	0	0	1967	खिड़की चौखटों में प्रयोग हेतु पुट्टी	1 लिटर/1 किग्रा.	20000	14000	0.22	20020301
427	0	0	1965	वांछित रंग के शुष्क डिस्टेम्पर	1 लिटर/1 किग्रा.	20000	14000	0.22	20020301
428	0	0	1969	डिस्टेम्पर तेल पायसनीय रंग	1 लिटर/1 किग्रा.	20000	14000	0.22	20020301
458	0	0	1988	पूर्व ढलित कंक्रीट पाइप (प्रबलन सहित और रहित)	1 टन	24000	17000	7.2	20020301
539	0	0	1974	नैपथालीन	एक किग्रा.	20000	14000	0.22	20020301
650	0	0	1991	स्टैंडर्ड सेंड फॉर टेस्टिंग ऑफ सीमेंट	1 टन	20000	14000	7.2	20020301
651	0	0	1992	लवण कॉचाभ स्टोनवेयर के पाइप और फिटिंग	1 टन	20000	14000	7.2	20020301
694	0	0	1990	1100 वोल्ट तक की कार्यकारी वोल्टता के लिए पी.वी.सी रोधित केबल	100 मीटर	27000	20000	0.36	20020301
702	0	0	1988	औद्योगिक बिटुमन	1 टन	20000	14000	7.2	20020301
758	0	0	1988	हथकरघे की बनी अवशोषी अनिजर्मिकृत सूती गाँज	100 वर्ग मीटर	20000	14000	1.08	20020301
909	0	0	1992	अन्डरग्राउंड फायर हाइड्रेंट स्लूस वाल्व टाइप	1 हाइड्रेंट	17000	12000	2.88	20020301

1	2	3	4	5	6	7	8	9	10
940	0	0	2003	सुवाह्य अग्निशामक पानी टाइप (गैस कारतूस),	1 नग	27000	20000	1.44	20020301
996	0	0	1979	एक फेज लघु ए.सी. और सर्विक बिजली की मोटर	1 नग	24000	17000	1.44	20020301
1011	0	0	2002	बिस्कुट	1 टन	24000	17000	7.2	20020301
1061	0	0	1982	फिनोलिक टाइप रोगाणुनाशी प्रवाह (तरल पदार्थ - काला और सफेद)	1 किलो लिटर	27000	20000	36	20020301
1065	0	0	1989	ब्लीचिंग पाउडर-स्टेबल	एक टन	24000	17000	7.2	20020301
1117	0	0	1975	एक चिह्न वाला पिंपेट	100 नग	24000	17000	11.52	20020301
1161	0	0	1969	संरचनात्मक उपयोग के लिए इस्पात के पाइप/नलिकाएँ	1 टन	24000	17000	7.2	20020301
1165	0	0	2002	दूध पाउडर	1 टन	24000	17000	28.8	20020301
1221	0	0	1991	फाउंटैन पेन की स्याही शुष्क आधार	1 लिटर	20000	14000	0.14	20020301
1222	0	0	1992	स्याही-दोहराने वाली जुड़वां बेलन घूर्णी मशीनों के लिए	1 किग्रा.	20000	14000	0.14	20020301
1237	0	0	1980	सीमेंट कंक्रीट की कर्श बिछाने वाली टाइलें	10 वर्ग मीटर	24000	17000	2.88	20020301
1239	1	0	1990	मृदु इस्पात की नलिकाएँ नलिकाकार सामग्रियाँ तथा पिटवां इस्पात की अन्य फिटिंग	1 टन	24000	17000	7.2	20020301
1239	2	0	1992	मृदु इस्पात की नलिकाएँ नलिकाकार सामग्रियाँ तथा पिटवां इस्पात की अन्य फिटिंग	1 टन	24000	17000	36	20020301
1258	0	0	1987	कील खांचा (ब्रायोनेट) लैम्प होल्डर	100 नग	30000	24000	2.16	20020301
1293	0	0	1988	तीन पिन प्लग सॉकेट और आउटलेट	100 नग	20000	14000	1.44	20020301
1333	0	0	1978	एक ड्रम वाली घूर्णी मशीन के लिए डुप्लीकेटिंग स्याही	1 किग्रा.	20000	14000	0.14	20020301
1337	0	0	1993	इंजीनियरी प्रयोजनों के लिए लोहे और इस्पात पर विद्युत लेपन द्वारा सख्त क्रोमियम लेपन	1 वर्गमीटर	24000	14000	7.2	20020301
1341	0	0	1992	इस्पात के ढक्कनदार कब्जे	100 नग	24000	17000	1.44	20020301
1507	0	0	1977	कॉपर आक्सीक्लोराइड का जल परिक्षेपणीय चूर्ण सांद्र	1 टन	24000	17000	28.8	20020301
1729	0	0	1979	जमीन के ऊपर दबाव रहित नाले की पाइप लाइनों के लिए ढलवाँ/लन्द लोहे की पाइप एवं फिटिंगें सॉकेट एवं स्वाइगट श्रेणी	1 टन	24000	17000	7.2	20020301
1746	0	0	1992	जुता पालिश पेस्ट	1 किग्रा.	20000	14000	0.22	20020301
1783	1	0	1993	बन्द सिरे वाले बड़े ड्रम भाग 1 ग्रेड "ए" ड्रम	एक ड्रम	24000	17000	0.29	20020301
1783	2	0	1993	बन्द सिरे वाले बड़े ड्रम	एक ड्रम	24000	17000	0.29	20020301
2052	0	0	1979	पशुओं के लिए मिश्रित आहार	1 टन	24000	17000	2.88	20020301
2074	0	0	1992	तैयार मिश्रित रंग रोगन, हवा से सूखने वाले रेड ऑक्साइड जिंक क्राम वाले, पहली सतह - प्राइमिंग हेतु	1 लिटर/किग्रा.	20000	14000	0.22	20020301

1	2	3	4	5	6	7	8	9	10
2082	0	0	1993	बिजली के पानी गर्म करने के भंडारण किस्म : स्थिर हीटर	1 नग	30000	24000	2.88	20020301
2142	0	0	1992	बोरोमाइन तकनीकी	1 टन	20000	14000	36	20020301
2148	0	0	1981	बिजली के उपकरणों के लिए प्वाला सह आवरण	1 टन	24000	17000	1.44	20020301
2171	0	0	1999	सुवाहा अग्निशामक यंत्र, शुष्क पाउडर (कार्ट्रिज टाइप)	1 नग	30000	24000	1.44	20020301
2312	0	0	1967	नोदक टाइप ए सी संवातन पंखे	1 पंखा	30000	24000	1.44	20020301
2339	0	0	1963	दोहरे पात्रों में सामान्य प्रयोजनों के लिए एल्युमीनियम रोगन	1 लिटर/किग्रा.	20000	14000	0.22	20020301
2347	0	0	1995	घरेलू प्रेशर कुकर	1 कुकर	24000	17000	0.72	20020301
2386	1	0	1963	कंकरीट की रोड़ी के लिए (कण साइज तथा आकार) परीक्षण पद्धति	1 नग	20000	14000	2.88	20020301
2566	0	0	1993	वस्त्रादि-अनाज भरने के लिए बी-ट्रिबल	1 टन	24000	17000	14.4	20020301
2568	0	0	1978	मैलाधियों डीपी	1 टन	24000	17000	7.2	20020301
2569	0	0	1978	मैलाधियों डब्ल्यूडीपी	1 टन	24000	17000	28.8	20020301
2645	0	0	2003	सीमेंट मोर्टार और कंक्रीट के लिए एकीकृत जल-सह यौगिक	1 टन	24000	17000	14.4	20020301
2653	0	0	1993	डिब्बीबंद निरापद दियासलाई	10000 डिब्बे	24000	17000	2.88	20020301
2780	0	0	1964	सोडियम बोरोमाइड शुद्ध	1 टन	20000	14000	36	20020301
2818	2	0	1990	भारतीय हैसियान भाग 2 से 6	एक टन	17000	12000	10.08	20020301
2980	0	0	1986	गैर दाब स्टोव	1 स्टोव	26000	18000	0.22	20020301
3536	0	0	1966	तैयार मिश्रित रंग-रोगन, नुस करने लायक, लकड़ी के लिए प्राइमर-गुलाबी	1 लिटर/किग्रा.	20000	14000	0.22	20020301
3537	0	0	1966	सामान्य प्रयोजनों के लिए भवनों के अन्दर प्रयोग हेतु फिनिशिंग के लिए तैयार शुद्ध मिश्रित रोगन	1 लिटर/किग्रा.	20000	14000	0.22	20020301
3549	0	0	1983	रबड़ के हेंवी ड्यूटी जल नृषण और विसर्जन होज़	100 मीटर	30000	24000	21.6	20020301
3564	0	0	1995	द्रवचालित डोर क्लोजर	1 नग	24000	17000	2.16	20020301
3589	0	0	2001	पानी और मलजल के लिए इस्पात पाइप (168.3 से 2540 मिमी बाहरी व्यास के)	1 टन	24000	17000	7.2	20020301
3601	0	0	1984	यांत्रिक और सामान्य प्रयोजनों के लिए इस्पात के पाइप	1 टन	24000	17000	7.2	20020301
3652	0	0	1995	फसल संरक्षण उपस्कर-पाद फुहरा	1 फुहरा	30000	24000	2.88	20020301
3854	0	0	1997	घरेलू और समान कार्यों के लिए स्विच	100 नग	20000	14000	2.88	20020301
3906	0	0	1995	फसल संरक्षण उपस्कर हस्तचालित पीठ पर लादा जाने वाला संपीडन फुहरा (पिस्टन टाइप)	1 फुहरा	27000	20000	2.88	20020301
4159	0	0	2002	खनिज भरे खोलदार एलिमेंट	एक नग	27000	20000	1.44	20020301
4605	0	0	1981	क्रेप पट्टी	100 वर्ग मीटर	17000	12000	2.88	20020301
4654	0	0	1993	पैराफिन मोम	1 टन	24000	17000	11.52	20020301

1	2	3	4	5	6	7	8	9	10
4751	0	0	1994	पोटेशियम मेटाब्रिलसल्फेट खाद्य ग्रेड	1 किग्रा.	17000	12000	0.07	20020301
5346	0	0	1994	संश्लिष्ट खाद्य रंग-निमित्तियों और मिश्रण (पाउडर)	1 किग्रा.	24000	17000	0.22	20020301
5346	0	0	1994	संश्लिष्ट खाद्य रंग-निमित्तियों और मिश्रण (तरल)	1 लिटर	24000	17000	0.36	20020301
5382	0	0	1985	गैसमेन, जलमेन और सीवरों के लिए रबड़ की सीलिंग रिंग	1 नग	24000	17000	0.22	20020301
5430	0	0	1981	अमोनिया परिक्षित प्राकृतिक रबड़ का सांद्र लेटेक्स	1 टन (डी आर सी आधारित)	24000	17000	43.2	20020301
5513	0	0	1996	बाइकेट उपस्कर	1 नग	20000	14000	2.88	20020301
5514	0	0	1996	ली-शैटेलियर के लिए उपस्कर	1 नग	20000	14000	0.72	20020301
5516	0	0	1996	परवर्ती प्रवाह वाले वायु परावर्तक उपस्कर (बलेन टाइप)	1 नग	20000	14000	2.88	20020301
6538	0	0	1971	परस्कन्दी सामग्री से बने तीन पिन प्लग	100 नग	24000	17000	4.32	20020301
7181	0	0	1986	जल, गैस मलजल के लिए क्षैतिज ढूले लोहे के दोहरे फ्लैजयुक्त पाइप	1 टन	24000	17000	7.2	20020301
7224	0	0	1985	आयोडीन युक्त नमक	1 टन	24000	17000	1.44	20020301
7532	0	0	1974	सॉफ्ट साबुन	1 टन	20000	14000	28.8	20020301
7538	0	0	1996	कृषि अनुप्रयोग के अपकेन्द्री पम्पों के लिए तीन फेजीय स्विचरल केज प्रेरण मोटर्स	1 कि.वा.	24000	17000	1.44	20020301
7884	0	0	1992	शैम्पू, संश्लिष्ट डिटरजेंट आधारित	एक लिटर	17000	12000	0.14	20020301
8249	0	0	1994	जिंक सल्फेट, हैप्टरहाइड्रेट कृषि ग्रेड	1 टन	24000	17000	36	20020301
8391	0	0	1997	कुरानिंग के लिए रबड़ चढ़े नारियल जटा की शीट	1 टन	24000	17000	36	20020301
8446	0	0	1991	कोटनाशक कार्बोन्डाजिम (एम बी सी) डब्ल्यू डी पी	1 टन	24000	17000	28.8	20020301
8783	0	0	1995	निमज्जन मोटरों के वाइंडिंग तार भाग 4 अलग-अलग तारों की विशिष्टि अनुभाग 1 एन आर पीवीसी रोधित तार	100 मीटर	20000	14000	0.36	20020301
8794	0	0	1988	एस्बेस्टोस सीमेंट के दाब पाइपों के साथ प्रयुक्त अलग हो सकने वाले ढलवां लोहे के जोड़	1 टन	24000	17000	14.4	20020301
8808	0	0	1999	तेलदाय स्टोव और तेलदाय हीटर के लिए बर्नर	100 बर्नर	24000	17000	7.2	20020301
8960	0	0	1978	मिथाइल पैराथियोन धुस्कर चूर्ण	1 टन	24000	17000	7.2	20020301
8978	0	0	1992	पानी गर्म करने के इस्टेंट हीटर	1 नग	30000	24000	1.44	20020301
9537	2	0	1981	विद्युत संस्थापन के लिए कंड्यूट भाग 2 दृढ़ इस्पात कंड्यूट	100 मीटर	24000	17000	1.44	20020301
9537	3	0	1983	विद्युत संस्थापन के लिए कंड्यूट भाग 3 कंड्यूट विद्युतरोधक सामग्री के लिए दृढ़ सांद्र कंड्यूट	100 मीटर	24000	17000	1.44	20020301

1	2	3	4	5	6	7	8	9	10
9585	0	0	1980	लेक्टोरो मीटर	1 नग	20000	14000	0.14	20020301
9798	0	0	1995	द्रवित पेट्रोलियम गैस मिश्रण के उपयोग के लिए अल्पदाब रेग्युलेटर	एक रेग्युलेटर	24000	17000	0.36	20020301
9862	0	0	1981	तैयार मिश्रित रोग रोगन, ब्रुश से लगाए जाने वाले, बिटुमन, काला, सीसा रहित, अम्ल, क्षारीय जल तथा क्लोरीन प्रतिरोधी	1 लिटर/किग्रा.	20000	14000	0.22	20020301
10124	1	0	1988	पेयजल आपूर्ति हेतु सीवरोचित पीवीसी फिटिंग भाग 1 सामान्य अपेक्षाएं	एक टन	24000	17000	57.6	20020301
10325	0	0	2000	न्यूमैन कैप्सूल अथवा के.ओ. टाइप के ढक्कन	1000 कैप्सूल	24000	17000	1.44	20020301
10325	0	0	1989	चौकोर कनस्तर 15 किग्रा. घी, वनस्पति खाद्य तेलों और ब्रेकरी मोयन के लिए	एक कनस्तर	24000	17000	0.07	20020301
11951	0	0	1987	डेजर्ट कूलर के पम्पसेट	एक पम्पसेट	30000	24000	0.72	20020301
11995	0	0	1987	आइसोप्रोपेटयूरॉन डब्ल्यू पी	एक टन	24000	17000	288	20020301
13152	1	0	1991	ठोस जैवभार चूल्हा भाग 1 सुवाह्य (धात्विक)	एक चूल्हा	24000	17000	0.43	20020301
6234	0	0	2003	सुवाह्य अग्निशामक पानी टाइप (भंडारण दाब)	एक अग्निशामक	36000	29000	2	20020313
14787	0	0	2000	भूमिगत दूरसंचार केबल संस्थापन के लिए अनम्यकृत पीवीसी पाइप और फिटिंग	एक टन	60000	50500	72	20020326
1	0	0	1968	भारत का राष्ट्रीय झंडा (सूती खादी)	एक झंडा	27000	20000	0.3	20020401
10	2	0	1996	चाय पेटी के पैनलों के लिए प्लाईवुड	1 वर्ग मीटर	24000	17000	0.15	20020401
10.	3	0	1974	प्लाईवुड चाय की पेटियाँ (बते)	1 सेट (12 नग)	20000	14000	0.06	20020401
21	0	0	1992	बर्तनों के निर्माण के लिए पिटवां एल्युमीनियम मिश्रधातु	1 टन	24000	17000	28.8	20020401
44	0	0	1991	रंग रोगन के लिए लौह ऑक्साइड	एक किग्रा.	24000	17000	0.06	20020401
133	0	0	1993	इनैमल, आंतरिक (क) परत के लिए (ख) फिनिश देन के लिए	1 लिटर	29000	22000	0.22	20020401
204	1	0	1991	टावर काबले लौह धातुएं	100 नग	24000	17000	7.2	20020401
204	2	0	1992	टावर काबले, अलौह धातुएं	100 नग	24000	17000	7.2	20020401
205	0	0	1992	अलौह धातुओं के टक्करदार कब्जे	100 नग	24000	17000	1.45	20020401
208	0	0	1996	दरवाजों के हैंडल	100 नग	24000	17000	7.2	20020401
210	0	0	1993	धूसर लौहे की ढलाईयाँ	1 टन	24000	17000	11.55	20020401
218	0	0	1983	लकड़ी के परिरक्षण में प्रयुक्त क्रिओसोट तेल	1 टन	29000	22000	86.4	20020401
245	0	0	1988	ट्राइक्लोरोइथाइलीन, तकनीकी	1 टन	24000	17000	21.6	20020401
251	0	0	1998	सोडा ऐश, तकनीकी	1 टन	24000	17000	0.75	20020401
252	0	0	1991	कार्बिक सोडा शुद्ध और तकनीकी	1 टन	24000	17000	0.75	20020401
253	0	0	1985	खाने का साधारण नमक	1 टन	24000	17000	0.75	20020401
254	0	0	1973	मैगनीशियम क्लोराइड	1 टन	24000	17000	1.45	20020401

	3	4	5	6	7	8	9	10	
0	0	1976	नाइट्रिक एसिड	एक किग्रा.	27000	20000	0.22	20020401	
0	0	1993	सल्फ्यूरिक एसिड	एक किग्रा.	24000	17000	0.22	20020401	
0	0	1981	फावड़ा (सामान्य प्रयोजन के लिए)	1 नग	24000	17000	0.15	20020401	
0	0	1992	कपड़े धोने का साबुन	1 टन	24000	17000	7.2	20020401	
0	0	1979	सुपर फॉस्फेट	एक टन	36000	29000	6	20020401	
0	0	1989	एल्युमिनॉ फेरिक	1 टन	24000	17000	2.9	20020401	
0	0	1981	सीसाकृत टिन-काँसे के इंगट और ढलाईयाँ	एक टन	24000	17000	144	20020401	
0	0	1993	ट्रांसफर्मरों और स्विचगियरों के लिए नये विद्युत रोधन तेल	1 किलो लिटर	49000	38000	7.2	20020401	
0	0	1991	पॉलियामेंट कब्जे	100 नग	24000	17000	1.45	20020401	
0	0	1979	ब्रुश, रंग रोगन और वार्निश के लिए चमटे	100 ब्रुश	24000	17000	7.2	20020401	
0	0	1977	अतप्त बेल्डित पीतल की चदरे, पत्तियाँ और पन्नी	1 टन	24000	17000	43.2	20020401	
0	0	1991	रंग रोगन के लिए टाइटेनियम डाइऑक्साइड एनाटेस	100 किग्रा.	24000	17000	1.2	20020401	
0	0	1978	सामान्य कार्यों के लिए बिजली के टंगस्टन फिलामेंट लैम्प	100 बल्ब	41000	34000	0.75	20020401	
0	0	1987	पानी के लिए रबड़ के होज	100 मीटर	24000	17000	21.6	20020401	
0	0	1987	हवा के लिए रबड़ के होज	100 मीटर	24000	17000	21.6	20020401	
0	0	1988	वैलिंग के लिए रबड़ के होज	100 मीटर	24000	17000	21.6	20020401	
459	0	0	1992	अप्रबलित नालीदार और अर्धनालीदार एम्बेस्टॉस सीमेंट की चदरें	1 टन	24000	17000	1.45	20020401
550	1	0	2003	तिजोरियाँ	एक तिजोरी	36000	29000	144	20020401
553	0	0	1984	रोजिन (गोंद रोजिन)	एक टन	24000	17000	28.8	20020401
555	0	0	1979	ट्रेबल पर रखे जाने वाले बिजली के पंखे	एक नग	26000	18000	2.9	20020401
573	0	0	1992	ट्राइसोडियम फॉस्फेट, तकनीकी	1 टन	24000	17000	17.3	20020401
574	0	0	1989	चमकदार, सोडियम मेटाफॉस्फेट, तकनीकी	1 टन	24000	17000	17.3	20020401
612	0	0	1992	भूना हुआ चिकोरी पाउडर	1 टन	24000	17000	17.3	20020401
623	0	0	1993	साइकिल के फ्रेम	100 फ्रेम	24000	17000	2.9	20020401
624	0	0	2003	साइकिल के रिम	100 रिम	24000	17000	2.9	20020401
632	0	0	1978	गामा बीएचसी (लिंडेन) पायसनीय सांद्र	100 लिटर	29000	22000	28.8	20020401
64	0	0	1988	आग बुझाने के होज रबड़ के अस्तर लगे अथवा रबड़कृत वस्तु के अस्तर वाले बुने हुए जेकेटकृत	100 मीटर	24000	17000	14.4	20020401
638	0	0	1979	शीट रबड़ जॉइंटिंग और रबड़ अंतर्वेशन जॉइंटिंग	1 टन	24000	17000	43.2	20020401
92	0	0	1994	कागज रोधित सीसा ढके केबल	100 मीटर	33000	26000	14.4	20020401
710	0	0	1976	समुद्री फ्लार्डबुड	एक वर्ग मीटर	24000	17000	0.15	20020401
0	0	0	1984	इमारती चूना	एक टन	29000	22000	1.45	20020401

1	2	3	4	5	6	7	8	9	10
715	1	0	1976	लेपित अपघर्षी	100 वर्ग मीटर	24000	17000	1.2	20020401
715	2	0	1976	लेपित अपघर्षी	100 वर्ग मीटर	24000	17000	1.2	20020401
718	0	0	1977	कार्बन टेस्टाक्लोराइड	1 टन	24000	17000	21.6	20020401
745	0	0	1990	हैंडलूम कॉटन बैडशीट	100 वर्ग मीटर	24000	17000	5.8	20020401
771	2	0	1985	चमकदार पकी मिट्टी के सेनेटरी साधित्र भाग 2 रसोई एवं प्रयोगशाला सिंक की विशिष्ट अपेक्षाएं	1 टन	24000	17000	7.2	20020401
774	0	0	1984	शौचालयों और मूत्रालयों के लिए टंकियाँ (ढलवां लोहा)	1 टंकी	57000	30000	2.9	20020401
774	0	0	1984	शौचालयों और मूत्रालयों के लिए टंकियाँ (दान इस्पात)	1 टंकी	57000	30000	2.9	20020401
774	0	0	1984	शौचालयों और मूत्रालयों के लिए टंकियाँ (काँचाभ)	1 टंकी	57000	48000	2.9	20020401
778	0	0	1984	जलकल कार्यों के लिए तांबा मिश्रधातु के गेट, ग्लोब और रोक वाल्व	1 नग	26000	18000	0.45	20020401
779	0	0	1994	पानी के मीटर (घरेलू प्रकार के)	1 पानी-मीटर	30000	24000	1.45	20020401
781	0	0	1984	जल सेवाओं के लिए गढ़े तांबा मिश्रधातु की पैनवाली ब्रिज टोटियां और रोक वाल्व	1 नग	26000	18000	0.22	20020401
784	0	0	1978	पूर्व प्रबलित कंक्रीट पाइप (फिटिंग सहित)	1 टन	24000	17000	7.2	20020401
797	0	0	1982	रसायन उद्योगों के लिए साधारण नमक	1 टन	24000	17000	0.75	20020401
804	0	0	1967	इस्पात के आयताकार दान टैंक	1 टन	24000	17000	28.8	20020401
834	0	0	1993	हौजरी के लिए ग्रे कॉटन यार्न	100 किग्रा.	24000	17000	1.45	20020401
848	0	0	1974	प्लाईवुड के लिए संश्लिष्ट के चेषक पदार्थ (फेनोलिक और एमीनाप्लास्टिक)	1 टन	24000	17000	21.6	20020401
863	0	0	1988	पट्टियों के लिए हथकरघा सूती कपड़ा	100 वर्ग मीटर	24000	17000	5.8	20020401
868	0	0	1990	सील लगाने का मोम	100 किग्रा.	24000	17000	16.8	20020401
878	0	0	1975	अंशांकित मापन सिलिंडर	100 नग	24000	17000	14.4	20020401
882	0	0	1984	लैंडोन	1 टन	33000	26000	216	20020401
899	0	0	1971	टोपिआको सैमो (साबुदाना)	1 टन	24000	17000	28.8	20020401
903	0	0	1993	फायर होज पूर्ति कपलिंग ब्रांच पाइप नोजूल	1 नग	24000	17000	1.45	20020401
908	0	0	1975	आग बुझाने के बड़े खंभानुमा हाइड्रेंट	1 नम्बर	24000	17000	7.2	20020401
915	0	0	1975	एक निशान वाले आयतनी प्लास्क	1 प्लास्क	24000	17000	0.3	20020401
916	0	0	2000	18 लिटर के चौकोर कनस्तर	100 कनस्तर	24000	17000	7.2	20020401
1005	0	0	1992	मक्के का खाद्य स्टार्च (मक्के का आटा)	100 किग्रा.	24000	17000	2.4	20020401
1007	0	0	1984	कस्टर्ड पाउडर	1 किग्रा.	24000	17000	0.15	20020401
1008	0	0	1981	सख्त उबली हुई चीनी कनफेक्शनरी	1 किग्रा.	24000	17000	0.15	20020401
1015	0	0	1987	वनस्पति के कमाधे चमड़े से बनी चमड़े की पम्प बाल्टियाँ	100 बाल्टियाँ	24000	17000	2.2	20020401
1038	0	0	1983	इस्पात के दरवाजे, खिड़कियाँ रोशनदान	1 टन	24000	17000	14.4	20020401

1	2	3	4	5	6	7	8	9	10
1051	0	0	1980	पायरेथम निष्कर्ष	100 लिटर	29000	22000	28.8	20020401
1063	0	0	1963	14 एमएम स्पाक प्लग	100 नग	33000	26000	2.2	20020401
1067	0	0	1981	सजावट और बचाव कार्यों के लिए विद्युत लेपित चाँदी के लेपन	100 ग्राम चाँदी लगे	26000	18000	7.2	20020401
1069	0	0	1993	संचायक बैटरियों के लिए पानी	एक किलो लिटर	29000	22000	3.6	20020401
1084	0	0	1994	मनीला रस्सियाँ	एक टन	24000	17000	72	20020401
1159	0	0	1981	ब्रेकिंग पाउडर	1 किग्रा.	24000	17000	0.06	20020401
1166	0	0	1986	संघनित दूध	1 टन	24000	17000	28.8	20020401
1184	0	0	1977	मक्का की माँड सूती वस्त्रादि उद्योग में प्रयुक्त	1 टन	24000	17000	7.2	20020401
1223	0	2	1982	गर्बर पद्धति द्वारा दूध की वसा ज्ञात करने का उपकरण (ब्यूटाइरोमीटर केवल सेक्शन-1)	100 नग	24000	17000	10.1	20020401
1223	0	3	1982	गर्बर पद्धति द्वारा दूध की वसा ज्ञात करने का उपकरण (लॉक स्टॉपर्स केवल सेक्शन-2)	100 नग	24000	17000	0.45	20020401
1223	0	2	1982	गर्बर पद्धति द्वारा दूध की वसा ज्ञात करने का उपकरण (केवल पिपेट सेक्शन-3)	100 नग	24000	17000	10.1	20020401
1223	0	0	1982	गर्बर पद्धति द्वारा दूध की वसा ज्ञात करने का उपकरण (अपकेन्द्री केवल सेक्शन-6)	1 नग	24000	17000	1.45	20020401
1230	0	0	1979	दुलवा लोहे के वर्षा पानी के पाइप-और फिटिंगें	1 टन	24000	17000	7.2	20020401
1251	0	0	1988	जिंक फास्फाइड, तकनीकी	1 टन	29000	22000	72	20020401
1312	0	0	1980	मिथाइल ब्रोमाइड	1 टन	29000	22000	72	20020401
1321	1	0	1992	सन की रस्सियाँ	1 टन	27000	20000	72	20020401
1322	0	0	1993	जलसह और नमी सह बनाने के लिए ब्रिटुमन के नमूने	100 मीटर	24000	17000	1.45	20020401
1328	0	0	1996	परतचढ़ी सजावटी प्लाईवुड	1 वर्ग मीटर	27000	20000	0.15	20020401
1342	0	0	2002	तेल दाब स्टोव	1 अदद	27000	20000	0.22	20020401
1363	0	0	1992	काले षटकोणीय काबले, द्विपरियाँ और लॉकनेट तथा काले षटकोणीय पेंच	1 टन	27000	20000	21.6	20020401
1364	0	0	1992	सूक्ष्म और अर्ध सूक्ष्म षटकोणीय काबले पेंचदार, द्विपरियाँ और लॉक-नट	1 टन	27000	20000	21.6	20020401
1370	0	0	1993	अपघर्षण सह रबड़ प्रेषण बेल्टिंग	1 0 वर्ग मीटर	24000	17000	2.9	20020401
1374	0	0	1992	पौल्ट्री आहार	1 टन	24000	17000	4.35	20020401
1391	1	0	1992	रूम एयर कंडीशनर	1 एयर कंडीशनर	42000	35000	14.4	20020401
1391	2	0	1992	रूम एयर कंडीशनर : भाग 2 स्पिलिट एयर कंडीशनर	1 एयर कंडीशनर	42000	35000	24	20020401

1	2	3	4	5	6	7	8	9	10
1422	0	0	1983	कॉटन डक	100 वर्ग मीटर	24000	17000	5.8	20020401
1475	1	0	2001	सेल्फ-कन्टेन्ड पेयजल कूलर भाग 1 ठर्जा खपत तथा कार्यकारिता	1 कूलर	30000	24000	14.4	20020401
1486	0	0	1978	कॉपर ऑक्सीक्लोराइड, तकनीकी	1 टन	29000	22000	57.6	20020401
1488	0	0	1989	2,4-डी, सोडियम, तकनीकी	1 टन	29000	22000	144	20020401
1534	1	0	1977	प्रदीप्ति लैम्पों के लिए बालास्ट	एक अदद	36000	29000	0.15	20020401
1536	0	0	1989	पानी, गैस और मलजल के लिए अपेन्ट्री ढलवा (स्पन) लोहे के दाब पाइप	1 टन	24000	17000	7.2	20020401
1537	0	0	1976	पानी, गैस और मलजल के लिए ढलवा लोहे के दाब पाइप	1 टन	24000	17000	7.2	20020401
1538	0	0	1993	पानी, गैस और मलजल के लिए दाब पाइपों के लिए ढलवां लोहे की फिटिंगें	1 टन	24000	17000	14.4	20020401
1540	1	0	1980	रासायनिक उद्योगों के लिए बिना बुझा चूना तथा बुझा हुए चूना भाग 1 बिना बुझा चूना	1 टन	49000	41000	7.2	20020401
1551	0	0	1991	टाइपराइटर्स के लिए कार्बन कागज	100 कागजों का एक बॉक्स	24000	17000	0.3	20020401
1554	1	0	1988	1100 वोल्ट तक के पीवीसी विद्युत रोधी (उच्च घनत्व) केबल	100 मीटर	33000	26000	3.6	20020401
1554	2	0	1988	पीवीसी विद्युतरोधी लेपित (उच्च घनत्व) केबल (3.3 किबो से 11 किबो तक)	100 मीटर	33000	26000	14.4	20020401
1580	0	0	1991	जलसह करने तथा जल का प्रवाह बंद करने के लिए ब्रिडमेन यौगिक	1 टन	24000	17000	7.2	20020401
1592	0	0	2003	एस्बेस्टॉस सीमेंट दाब पाइप और जोड़	1 टन	24000	17000	7.2	20020401
1610	0	0	1989	घरेलू प्रयोजनों हेतु सिलाई मशीन	1 सिलाई मशीन	57000	30000	1.45	20020401
1626	0	0	1994	एस्बेस्टॉस सीमेंट के भवन निर्माण के पाइप और फिटिंग (भाग 1 से 3)	1 टन	24000	17000	17.3	20020401
1656	0	0	1997	दूध और धान्य से बना दूध छुड़ाने का आहार	एक टन	36000	29000	144	20020401
1658	0	0	1977	रेशो का हार्ड बोर्ड	एक टन	24000	17000	7.2	20020401
1659	0	0	1990	ब्लॉक बोर्ड	1 वर्ग मीटर	30000	24000	0.3	20020401
1660	1	0	1982	पिटवाँ एल्युमीनियम के बर्तन (खाना पकाने, खाना परोसने तथा खाना रखने के बर्तन)	एक टन	24000	17000	14.4	20020401
1664	0	0	2002	पशु आहार संपूरण के लिए खनिज मिश्रण	1 टन	27000	20000	11.55	20020401
1667	0	0	1981	टॉन्नी	एक किग्रा	24000	17000	0.15	20020401
1675	0	0	1971	स्ट्रैरिक एसिड	एक टन	24000	17000	43.2	20020401
1678	0	0	1978	शिरोपरि पावर, कर्षण तथा दूरसंचार लाइनों के लिए पूर्व प्रतिबलित कंक्रीट के खंभे	1 घनमीटर	42000	35000	18	20020401

1	2	3	4	5	6	7	8	9	10
1694	0	0	1994	टारट्राजिन खाद्य ग्रेड	1 कि.ग्रा.	24000	17000	1.1	20020401
1695	0	0	1994	सनसेट येलो एफसीएफ ग्रेड	1 कि.ग्रा.	24000	17000	1.1	20020401
1697	0	0	1994	एरिथ्रोसिल, खाद्य ग्रेड	1 कि.ग्रा.	24000	17000	1.1	20020401
1698	0	0	1994	इंडिगो कार्मिन खाद्य ग्रेड	1 कि.ग्रा.	26000	17000	1.1	20020401
1703	0	0	2000	जल पूर्ति प्रयोजनों के लिए ब्रॉल बाल्व (सैंतिज प्लंजर टाइप)	1 अदद	24000	17000	0.3	20020401
1711	0	0	1984	स्वतः बंद होने वाली टोटियाँ	1 अदद	24000	17000	0.3	20020401
1726	0	0	1991	ढलवाँ लोहे के मैनहोल के ढक्कन और फ्रेम	100 अदद	24000	17000	14.4	20020401
1741	0	0	1960	लेटेक्स फोम रबड़ के उत्पाद	1 टन	33000	26000	72	20020401
1759	0	0	1986	फावड़ा	100 अदद	24000	17000	2.9	20020401
1777	0	0	1978	भातु के रिफ्लेक्टर वाले औद्योगिक प्रतिदीप्ति पुंज	1 अदद	36000	29000	2.9	20020401
1784	0	0	1998	ड्रमों के चूड़ीदार ढक्कन	100 अदद	24000	17000	2.9	20020401
1785	1	0	1983	पूर्व प्रतिबलित कंक्रीट (अतप्त कर्षित बल-मोहित तार) के लिए सादे सख्त खिचे इस्पात के तार	1 टन	42000	35000	17.3	20020401
1785	2	0	1983	पूर्व प्रतिबलित कंक्रीट (ए एस खिचे तार) के लिए सादे सख्त खिचे इस्पात के तार	1 टन	29000	22000	15.85	20020401
1795	0	0	1982	जल पूर्ति प्रयोजनों के लिए पिलर टोटियाँ	1 अदद	24000	17000	0.3	20020401
1804	0	0	1996	इस्पात की तार छड़ों के लिए रेशा क्रोड	1 मीटर	29000	22000	17.3	20020401
1806	0	0	1975	माल्ट युक्त दूध आहार	1 टन	24000	17000	28.8	20020401
1824	0	0	1978	हवा में छिड़कने का किटाणुनाशक	100 लिटर	30000	24000	28.8	20020401
1825	0	0	1983	एल्युमीनियम मिश्रधातु के दूध के डिब्बे	1 डिब्बा	24000	17000	1.45	20020401
1827	0	0	1989	2.4-डी के द्रव एमीन लवण	एक कि. लिटर	29000	22000	288	20020401
1832	0	0	1978	मैलाधियाँ, तकनीकी	1 टन	29000	22000	72	20020401
1834	0	0	1984	कंक्रीट में जोड़ों के लिए गर्म प्रयुक्त सीलबंदी मसाला	1 टन	36000	29000	21.6	20020401
1838	1	0	1983	कंक्रीट (ब्रिटुमेन-संसेचित रेशा) प्रसार जोड़ों के लिए पूर्व निर्मित भरण सामग्री	1 वर्ग मीटर	24000	17000	0.45	20020401
1848	0	0	1981	लिखने और छापने का कागज	1 टन	24000	17000	7.2	20020401
1855	0	0	1977	खदानों में वेस्टन तथा मनुष्य की सवारी ढुलाइयों के लिए लड़दार इस्पात की तार रस्सियाँ	1 टन	27000	20000	14.4	20020401
1856	0	0	1977	खदानों के ढलाई के लिए इस्पात तार रस्सियाँ	1 टन	27000	20000	14.4	20020401
1879	0	0	1987	धातुवर्ध ढलवाँ लोहे की पाइप फिटिंगें	1 टन	24000	17000	21.6	20020401
1884	0	0	1993	स्वचल वाहनों के ब्रिजली के हार्न	1 हार्न	42000	35000	0.3	20020401

1	2	3	4	5	6	7	8	9	10
1891	1	0	1994	सामान्य कार्यों के लिए कनवेयर और एलिवेटर्स के रबड़ के पट्टे	1 वर्ग मीटर	24000	17000	0.45	20020401
1891	2	0	1993	कनवेयर और एलिवेटर्स के लिए रबड़ के पट्टे-ताप प्रतिरोधी पट्टे	1 वर्ग मीटर	24000	17000	0.45	20020401
1897	0	0	1983	बिजली के प्रयोजनों के लिए तौबे की पत्तियाँ	1 टन	24000	17000	43.2	20020401
1912	0	0	1984	देशी जूट द्वाइन	1 टन	24000	17000	14.4	20020401
1943	0	0	1995	ए-ट्रिवल जूट के बॉरे	1 टन	24000	17000	14.4	20020401
1970	0	0	1995	फसल संरक्षण उपस्कर-हस्त चालित संगीडन नैपसैक स्प्रेयर (दाब रहित अवधारण किस्म)	1 स्प्रेयर	24000	17000	2.9	20020401
1971	0	0	1996	हस्तचालित स्टेरप नुमा स्प्रेयर (फुहरा)	1 पम्प	24000	17000	2.9	20020401
1978	0	0	1982	लाइन पाइप	1 टन	24000	17000	7.2	20020401
1989	1	0	1986	खान श्रमिकों के लिए चमड़े के सुरक्षा बूट और जूते	1 जोड़ा	24000	17000	0.3	20020401
1989	2	0	1986	भारी धातु उद्योगों के लिए चमड़े के सुरक्षा बूट और जूते	1 जोड़ा	24000	17000	0.3	20020401
1993	0	0	1993	अतप्त लघुकृत टिनप्लेट तथा अतप्त लघुकृत कालीप्लेट	1 टन	29000	22000	2.9	20020401
2016	0	0	1967	सादा बाँशिर	1 टन	24000	17000	144	20020401
2028	0	0	1998	खुले मुँह वाले पाने	एक अदद	24000	17000	0.15	20020401
2036	0	0	1995	फिनोलिक लेमिनेटिड शीट	10 कि.ग्रा.	57000	48000	1.2	20020401
2039	0	0	1991	साइकिल और संबद्ध प्रयोजनों के लिए इस्पात की नलिकाएँ	1 टन	24000	17000	7.2	20020401
2046	0	0	1995	सजावटी ताप-स्थाई संश्लिष्ट रेजिन चढ़ी लेमिनेट की हुई चद्दरें	1 वर्ग मीटर	120000	108000	0.5	20020401
2061	0	0	1995	साइकिल के लिए आगे की चिमटियाँ	100 चिमटियाँ	24000	17000	2.9	20020401
2083	0	0	1991	फ्लैश लाइट	100 अदद	24000	17000	2.9	20020401
2089	0	0	1977	सामान्यतः सह कैनवस डक तथा तिरपाल	100 वर्ग मीटर	36000	29000	7.2	20020401
2092	0	0	1983	प्लंजर टाइप डायल गेज	1 डायल गेज	24000	17000	0.75	20020401
2098	0	0	1964	भवन निर्माण के लिए एस्त्रेस्टॉस सीमेंट के बोर्ड	1 टन	24000	17000	4.35	20020401
2121	0	0	1962	पावर प्रेषण शिरोपरि लाइनों के चालकों तथा भू-संपर्क-तारकी फिटिंगें	1 टन	24000	17000	144	20020401
2124	0	0	1974	सोडियम बाई-कार्बोनेट	1 टन	24000	17000	2.9	20020401
2141	0	0	2000	जस्तेदार स्टे स्ट्रेंड	1 टन	24000	17000	11.55	20020401
2161	0	0	1996	मशीनी औजारों के लिए शीतलन पम्प	1 अदद	24000	17000	1.45	20020401

1	2	3	4	5	6	7	8	9	10
2202	1	0	1999	सपाट दरवाजों के लिये (दोस कोर प्रकार) भाग 1 प्लाईवुड सतह के पल्ले	1 वर्ग मीटर	30000	24000	0.75	20020401
2215	0	0	1984	प्रदीप्ति लैम्पों के लिए स्टैंड	1000 अदद	24000	17000	8.65	20020401
2243	0	0	1971	ड्रिल मक	1 मक	24000	17000	0.35	20020401
2257	0	0	1989	कागज आसंजक, ब्रब गोंद तथा कार्यालय पेंसिल टाइप	1 लिटर	24000	17000	0.15	20020401
2266	0	0	2002	सामान्य इंजीनियरी प्रयोजना के लिए इस्पात की तार-छड़ें	1 टन	27000	20000	14.4	20020401
2344	0	0	1973	भयाने का तम्बाकू, जर्दा फ्लेट टाइप	1 कि.ग्रा.	24000	17000	0.35	20020401
2358	0	0	1984	स्थिरीकृत मेथीकसी ईंधनल मरकरी क्लोराइड सांद्र से बना मुस्का	1 टन	24000	17000	144	20020401
2365	0	0	1977	लिफ्टों, एलीवेटरों तथा डकालकों के लिए इस्पात की तार-गिलम्वन रस्सियाँ	1 टन	33000	26000	28.8	20020401
2373	0	0	1981	थलक बॉटर मीटर	1 मीटर	30000	24000	14.4	20020401
2396	0	0	1988	ईंधन भेजने के लिए रबड़ के होना	100 मीटर	24000	17000	21.6	20020401
2403	0	0	1995	साइकिल की चेन	100 चेन	24000	17000	1.45	20020401
2404	0	0	1993	माल्ट का निष्कर्ष	1 टन	24000	17000	17.3	20020401
2414	0	0	1991	साइकिल तथा रिक्शा के लिए इका भरे टायर	100 अदद	36000	29000	2.9	20020401
2415	0	0	1992	साइकिल के लिए रबड़ की ट्यूब	100 अदद	24000	17000	1.45	20020401
2418	1	0	1977	मलिकाकाद प्रदीप्ति लैम्प	1 लैम्प	64000	48000	0.05	20020401
2448	1	0	1963	विद्युत प्रयोजन के लिए विद्युत्तरोधी आसंजक टेप : भाग 1 सूती घस्त्रादि के सबस्ट्रेट सहित टेप	100 मीटर	24000	17000	0.15	20020401
2465	0	0	1984	मोटर वाहनों के लिए केबल	100 मीटर	27000	20000	0.35	20020401
2486	1	0	1993	1000 यो. और उससे अधिक की शिरोपरि पावर लाइनों के लिए विद्युत्तरोधी फिटिंगें	1 टन	24000	17000	144	20020401
2494	1	0	1994	औद्योगिक प्रयोजनों के लिए V-पट्टे	100 अदद	24000	17000	2.9	20020401
2508	0	0	1984	अल्प घनत्व वाली पोलिइथाइलीन फिल्में	1 कि.ग्रा.	24000	17000	0.15	20020401
2512	0	0	1978	खनिकों के टोपलैम्पों की बैटरियाँ (सीसा अम्ल टाइप)	1 अदद	33000	26000	0.15	20020401
2548	1	0	1996	अंग्रेजी शौचालयों के लिए प्लास्टिक की की सीट और कबर (भाग 1 और 2)	1 अदद (सीट व कबर)	24000	17000	0.75	20020401
2548	2	0	1996	धर्मोप्लास्टिक की सीट तथा कबर	1 अदद	24000	17000	0.75	20020401
2552	0	0	1989	इस्पात के ड्रम (जस्तीकृत तथा अजस्तीकृत)	1 अदद	24000	17000	0.15	20020401
2553	1	0	1990	सुरक्षा कॉच	1 वर्ग मीटर	24000	17000	0.45	20020401
2553	2	0	1992	सुरक्षा कॉच-विशिष्ट भाग 2 सड़क परिवहन के लिए	एक वर्ग मीटर	49000	41000	0.75	20020401

1	2	3	4	5	6	7	8	9	10
2556	0	0	1994	गौनाभ सेनेटरी साधन (भाग 1 से 15 तक)	1 टन	24000	17000	11.55	20020401
2557	0	0	1994	खाद्य उत्पादों के लिए अन्नाटो रंग	एक कि.ग्रा.	24000	17000	0.35	20020401
2558	0	0	1994	पांखो 4 आर, खाद्य ग्रेड	1 कि.ग्रा.	24000	17000	1.1	20020401
2567	0	0	1978	मैलाधियॉन पायसनीय सांद्र	100 लिटर	29000	22000	28.8	20020401
2581	0	0	2002	पोतवहन प्रयोजन के लिए गोल कटी हुई जस्तीकृत इस्पात की तार रस्सियाँ	1 टन	27000	26000	28.8	20020401
2593	0	0	1984	खनिकों की टोपियों के लैम्बों की नम्य रस्सियाँ	100 मीटर	27000	20000	3.6	20020401
2596	0	0	1980	खनिकों के टोप लैम्बों के लिए कल्ल	100 कल्ल	30000	24000	1.45	20020401
2681	0	0	1993	हालों के साथ प्रयुक्त अलौह धातु के सरकवां दरवाजे के काबले (आल्फोप्स)	1 अदद	24000	17000	0.22	20020401
2692	0	0	1989	जल सेवाओं के लिए फेरुल	1 फेरुल	24000	17000	0.45	20020401
2705	2	0	1992	मापन करंट ट्रांसफार्मर	1 सी टी	33000	26000	5.8	20020401
2705	3	0	1992	संरक्षी धारा ट्रांसफार्मर	1 सी टी	30000	24000	1.45	20020401
2705	4	0	1992	विशेष प्रयोजन के अनुप्रयोगों के लिए संरक्षी करंट ट्रांसफार्मर	1 सी टी	30000	24000	2.9	20020401
2711	0	0	1979	सीधे पढ़ने के PH मीटर	1 अदद	24000	17000	7.2	20020401
2712	0	0	1998	गॉल्फेट और पैकेजबंदी संपीडित एस्बेस्टॉस रेशा जोड़	1000 कि.ग्रा.	49000	41000	3.6	20020401
2713	0	0	1980	शिरोपरि पावर लाइनों के लिए इस्पात के गोल छम्बे, सामान्य अपेक्षाएं भाग 1 से 5 के लिए एक समान	1 छम्बा	24000	17000	2.9	20020401
2721	0	0	2003	जस्तीकृत इस्पात की चैन लिंक फेंस फेनिक	10 वर्ग मीटर	26000	18000	1.45	20020401
2730	0	0	1977	मैगनेशियम सल्फेट, तकनीकी	1 टन	24000	17000	7.2	20020401
2745	0	0	1983	अग्नि शमन कर्मिकों के लिए हेल्मेट	1 हेल्मेट	24000	17000	0.45	20020401
2785	0	0	1979	प्राकृतिक पनीर, सख्ता किस्म, प्रकुम्भित पनीर, फैलावे के लिए पनीर तथा मुलायम पनीर	1 टन	24000	17000	28.8	20020401
2791	0	0	1992	मुलनशील कॉपी पाउडर	1 कि.ग्रा.	24000	17000	0.22	20020401
2861	0	0	1980	छायजीनॉन, पायसनीय सांद्र	100 लिटर	29000	22000	28.8	20020401
2865	0	0	1978	मिथाइल पैराथियॉन ई सी	100 लिटर	29000	22000	28.8	20020401
2876	0	0	1999	3 जबड़े वाले और 4 जबड़े वाले स्क्रोल चालित स्वचालन खराद यक	1 अदद	24000	17000	4.35	20020401
2878	0	0	1986	सुबाइर अग्नि शमक कार्बन डाई-ऑक्साइड टाइप	1 अदद	30000	24000	1.45	20020401
2888	0	0	1983	नहाने का साबुन	1 टन	24000	17000	7.2	20020401
2923	0	0	1995	कार्मोएसिन, खाद्य ग्रेड	1 कि.ग्रा.	24000	17000	1.1	20020401
2925	0	0	1984	औद्योगिक सुरक्षा हेल्मेट	1 हेल्मेट	24000	17000	0.3	20020401

	2	3	4	5	6	7	8	9	10
2974	0	0	1993	इनैमल, संश्लिष्ट, बाहरी उपयोग हेतु (क) नीचे लेप लगाने के लिए (ख) फिनिशिंग के लिए	1 लिटर	29000	22000	0.22	20020401
2993	0	0	1975	इनैमल, संश्लिष्ट, बाहरी (क) नीचे लेप लगाने वाले (ख) फिनिशिंग के लिए	1 लिटर	29000	22000	0.22	20020401
2974	1	0	1979	वस्त्रादि मोटर	एक कि.वा.	36000	29000	8.65	20020401
2993	0	0	1975	मोटर साधित्र	1 अदद	42000	30000	0.75	20020401
2997	0	0	1964	वायु संचरक टाइप ब्रिजली के पंखे और रेग्युलेटर	1 अदद	49000	41000	6	20020401
3017	0	0	1985	ब्रिजली के वाटर हीटिंग में प्रयुक्त ताप स्थायी	1 अदद	36000	29000	0.45	20020401
3055	1	0	1994	डाक्टरी धर्मामीटर	1 धर्मामीटर	24000	17000	0.3	20020401
3062	0	0	1995	रॉकेट स्प्रेयर	1 स्प्रेयर	27000	20000	2.9	20020401
3087	0	0	1985	सामान्य प्रयोजनों के लिए लकड़ी के पार्टिकल बोर्ड (मध्यम घनत्व वाले)	1 वर्ग मीटर	24000	17000	0.15	20020401
3097	0	0	1980	परतबद्धी पार्टिकल बोर्ड	एक वर्ग मीटर	36000	29000	0.15	20020401
3099	1	0	1992	सूक्ष्मदर्शी यंत्र की स्लिप	500 स्लिपें	24000	17000	1.45	20020401
3099	2	0	1992	सूक्ष्मदर्शी यंत्र की स्लाइड	500 स्लाइड	24000	17000	1.45	20020401
3104	1	0	1982	घनत्व हाइड्रोमीटर	1 अदद	24000	17000	0.3	20020401
3118	0	0	1978	ब्रिजली के जीवाणु इनक्यूबेटर	1 अदद	29000	22000	21.6	20020401
3119	0	0	1978	तथा वायु स्टलाइजर	1 अदद	29000	22000	21.6	20020401
3148	0	0	1991	तरकवा कास्टमर्स	100 किग्रा.	36000	29000	14.4	20020401
3205	0	0	1984	अवक्षेपित बेरियम कार्बोनेट, तकनीकी	1 टन	24000	17000	7.2	20020401
3224	0	0	2002	गैस सिलिंडर वाल्व (एल पी जी सिलिंडर के वाल्व को छोड़कर)	1 वाल्व	24000	17000	0.35	20020401
3231	0	0	1965	पावर प्रणाली संरक्षण के लिए ब्रिजली के रिले	1 वाल्व	30000	24000	5.8	20020401
3236	0	0	1992	सामान्य प्रयोजनों के लिए अधोत्वचीय सीरिज	100 सीरिज	24000	17000	4.35	20020401
3309	0	0	1992	घुलनशील कॉफी-चिकोरी पाउडर	1 किग्रा.	24000	17000	0.22	20020401
3315	0	0	1994	वाष्पशील एयर कूलर (डेजेंट कूलर)	एक कूलर	24000	17000	7.2	20020401
17	3	0	1999	सुइचों, अधोत्वचीय	1000 सुइचों	24000	17000	8.65	20020401
19	0	0	1995	शल्कक्रिया के लिए ब्लेड, अलग हो सकने वाले (बार्ड पारकर टाइप) तथा हैंडल	1000 ब्लेड	24000	17000	8.65	20020401

1	2	3	4	5	6	7	8	9	10
3323	0	0	1980	फ्लोरोसेंट लैम्पों के लिए दो-पिन वाले लैम्प होल्डर	100 गन	36000	29000	2.9	20020401
3383	0	0	1982	गीला हो सकने वाला सल्फर पाउडर	एक टन	24000	17000	28.8	20020401
3384	0	0	1986	बिंदुमन पहले लगाया जाने वाला	एक किलोलिटर/किग्रा	24000	17000	43.2	20020401
3389	0	0	1994	युरिया फोरमलडीहाइड्रड संचकन सामग्री	1 टन	24000	17000	21.6	20020401
3390	0	0	1988	स्फार्मोमेनोमीटर मरक्यूरियल	1 मीटर	24000	17000	2.9	20020401
3419	0	0	1989	दृढ़ अधात्विक तारनालिया की फिटिंग	100 अदद	26000	18000	0.45	20020401
3438	0	0	1994	सामान्य प्रयोजनों के लिए चाँदी मढ़े काँच के शीशे	10 वर्ग मीटर	24000	17000	0.25	20020401
3450	0	0	1994	हाथ से लिखने के लिए कार्बन कागज	100 शीटों का एक बक्सा	24000	17000	0.3	20020401
3461	0	0	1980	पी.वी.सी. (विनाइल) एस्त्रेस्टोस की फर्श की टाइलें	1 वर्ग मीटर	29000	22000	2.00	20020401
3462	0	0	1986	गैर पृष्ठाधारी नम्य पीवीसी फ्लोरिंग	एक वर्ग मीटर	29000	22000	0.22	20020401
3521	0	0	1999	औद्योगिक सुरक्षा पट्टे तथा बुनाई फ्रेम	1 अदद	24000	17000	0.75	20020401
3575	0	0	1993	बिंदुमन ड्रम	एक अदद	29000	22000	0.15	20020401
3584	0	0	1984	कपूर, तकनीकी ग्रेड	1 टन	29000	22000	288	20020401
3623	0	0	1978	मार्गदर्शी और अपघर्षी रस्सियाँ	1 टन	27000	20000	21.6	20020401
3626	0	0	1978	लॉकड ऑयल वाइडिंग रस्सियाँ	एक टन	27000	20000	72	20020401
3637	0	0	1966	गैस चालित रिले	1 अदद	30000	24000	14.4	20020401
3686	0	0	1966	विद्यार्थियों के लिए सूक्ष्मदर्शी यंत्र	1 अदद	24000	17000	2.9	20020401
3702	0	0	1989	वैक्यूम प्लास्क (रिफिल)	100 रिफिल	24000	17000	2.9	20020401
3725	0	0	1966	तापन एलिमेंटों के लिए रोधी तार, टेप और पत्तियाँ	1 किग्रा.	24000	17000	1.45	20020401
3735	0	0	1996	रबड़ के तले वाले कैनवास जूते	1 जोड़ा	30000	24000	0.3	20020401
3736	0	0	1995	रबड़ के तले वाले कैनवास के बूट	1 जोड़ा	30000	24000	0.3	20020401
3745	0	0	1978	छोटे निक्किता गैस सिलेण्डरों के लिए योकनुमा वाल्व संयोजन	1 वाल्व	24000	17000	0.35	20020401
3811	0	0	1988	रम	100 लिटर	24000	17000	7.2	20020401
3818	0	0	1992	सतत (पियाली) कच्चे	100 अदद	24000	17000	7.2	20020401
3829	1	0	1978	क्षैतिज बेलनाकार और क्षैतिज आयताकार माप स्ट्रलाइलर, दा अ वालक (अस्पताल और भेषण उपयोगों के लिए)	1 स्ट्र लाइलर	24000	17000	86.4	20020401

[सं. केप्रवि-4/13:10]

बलवंत राय, उप महानिदेशक (मुहर)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

BUREAU OF INDIAN STANDARDS

New Delhi, the 10th August, 2004

S.O. 2264.—In pursuance of Sub-regulation (3) of Regulation 6 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies the Marking Fee for the products given in the schedule:

SCHEDULE

IS. No.	Pt	Sec.	Year	Product	Unit	MIN. MARKING FEE		Unit Rate	Enforce-ment Date
						Large Scale	Small Scale		
1	2	3	4	5	6	7	8	9	10
14562	0	0	1998	Fire Resisting Computer Media Protection Cabinets	One Cabinet	31000	25000	60	20020101
14871	0	0	2000	Products in Fibre Reinforced Cement—Long corrugated or Asymmetrical Section Sheets and Fitting for Roofing and Cladding	One Mt	36000	29000	10	20020128
14697	0	0	1999	AC Static Transformer Operated Watthout and Var-Hour Meters Class 0.2 S and 0.5 S	1 Meter	13500	121500	3	20020129
6834	1	0	1973	Conveyor Chins, Chain Wheels and Attachments: Part 1 Chain	100 M.	31000	25000	15	20020208
8110	0	0	2000	Well Screen and Slotted Pipes	1 M.	60000	50500	1	20020227
10	4	0	1989	Plywood Tea Chests (Metal Fittings).	1 Set (12 Pieces)	20000	14000	0.06	20020301
158	0	0	1981	Ready Mixed Paint, Brushing, Bituminous, Black, Lead-free, Acid Alkali	1 Litre/1 Kg	20000	14000	0.22	20020301
164	0	0	1981	Ready Mixed Paint for Road Marking	1 Litre/1 Kg	20000	14000	0.22	20020301
220	0	0	1988	Ferro-gallo Tannate Fountain pen ink (0.1 per cent iron content).	1 Litre	20000	14000	0.14	20020301
261	0	0	1982	Copper Sulphate	1 Tonne	24000	17000	4.32	20020301
265	0	0	1993	Hydrochloric Acid	1 Kg	20000	14000	0.22	20020301
278	0	0	1978	Galvanised steel barbed Wire for fencing.	1 Tonne	24000	17000	14.4	20020301
281	0	0	1991	Mild steel sliding door Bolts for use with padlocks.	One Piece	24000	17000	0.07	20020301

1	2	3	4	5	6	7	8	9	10
302	2	3	1992	Electric Iron-Safety	1 Piece	20000	14000	1.08	20020301
302	2	30	1992	Electric Radiators-Safety	1 Piece	20000	14000	1.08	20020301
302	2	201	1992	Electric Immersion Water Heaters-Safety	1 Piece	20000	14000	1.08	20020301
303	0	0	1989	Plywood for general Purposes.	One Sq. Metre	24000	17000	0.14	20020301
325	0	0	1996	Three-phase induction motors.	1 Kw	27000	20000	1.44	20020301
341	0	0	1973	Black Japan, Type A, B & C.	1 Litre/1 Kg	20000	14000	0.22	20020301
366	0	0	1991	Electric Irons	1 Piece	20000	14000	1.08	20020301
368	0	0	1992	Electric Immersion water heaters	1 Piece	20000	14000	1.08	20020301
369	0	0	1992	Electric Radiators	1 Piece	20000	14000	1.08	20020301
371	0	0	1999	Ceiling Roses	100 Pieces	24000	17000	1.44	20020301
374	0	0	1979	Electric ceiling type fans and regulators.	1 Piece	26000	18000	1.44	20020301
393	0	0	1985	Ink, stamp-pad	1 Kg	20000	14000	0.22	20020301
398	1	0	1996	Aluminium conductors for overhead transmission purposes; part 1 Aluminium stranded conductors	1 Tonne	24000	17000	28.8	20020301
398	2	0	1996	Aluminium conductors for overhead transmission purposes; part 2 Aluminium conductors, galvanized steel-reinforced	1 Tonne	24000	17000	28.8	20020301
398	2	0	1996	Aluminium conductors for overhead transmission purposes; part 2 Aluminium conductors, galvanized steel-reinforced	1 Tonne	24000	17000	28.8	20020301
398	4	0	1994	Aluminium conductors for overhead transmission purposes; part 4 Aluminium alloy stranded conductors (Alum. Magnesium silicon type).	1 Tonne	24000	17000	28.8	20020301
398	5	0	1992	Aluminium Conductors for overhead Transmission Purposes; Part 5 ACGSR for extra High voltage (400 Kv and above)	1 Tonne	24000	17000	28.8	20020301

1	2	3	4	5	6	7	8	9	10
398	5	0	1992	Aluminium Conductors for overhead Transmission Purposes: Part 5 ACGSR for extra High voltage (400Kv and above)	1 Tonne	24000	17000	28.8	20020301
419	0	0	1967	Putty, for use on window Frames.	1 Litre/1 Kg.	20000	14000	0.22	20020301
427	0	0	1965	Distemper, Dry.	1 Litre/1 Kg.	20000	14000	0.22	20020301
428	0	0	1969	Washable Distemper	1 Litre/1 Kg.	20000	14000	0.22	20020301
458	0	0	1988	Precast Concrete Pipes (with and without Reinforcements).	1 Tonne	24000	17000	7.2	20020301
539	0	0	1974	Napthalene.	1 Kg.	20000	14000	0.22	20020301
650	0	0	1991	Standard sand for Testing Cement	1 Tonne	20000	14000	7.2	20020301
651	0	0	1992	Salt Glazed Stoneware Pipes and Fittings.	1 Tonne	20000	14000	7.2	20020301
694	0	0	1990	PVC Insulated Cables.	100 Metre	27000	20000	0.36	20020301
702	0	0	1988	Industrial Bitumen	1 Tonne	20000	14000	7.2	20020301
758	0	0	1988	Handloom Cotton Gauze, Absorbant.	100 Sq. Metre	20000	14000	1.08	20020301
909	0	0	1992	Underground Fire Hydrant Sluice Valve Type.	1 Hydrant	17000	12000	2.88	20020301
940	0	0	2003	Portable Fire Extinguisher, Water type (Gas cartidge).	1 Piece	27000	20000	1.44	20020301
996	0	0	1979	Single-Phase Small AC and Universal Electric Motors.	1 Piece	24000	17000	1.44	20020301
1011	0	0	2002	Biscuits.	1 Tonne	24000	17000	7.2	20020301
1061	0	0	1982	Disinfectant Fluids (Black and White)	1 Kilo Litre	27000	20000	36	20020301
1065	0	0	1989	Bleaching Powder, Stable.	1 Tonne	24000	17000	7.2	20020301
1117	0	0	1975	One Mark Pipette	100 Pieces	24000	17000	11.52	20020301
1161	0	0	1969	Steel tubes for Structural Purposes.	1 Tonne	24000	17000	7.2	20020301
1165	0	0	2002	Milk Powder	1 Tonne	24000	17000	28.8	20020301

1	2	3	4	5	6	7	8	9	10
1221	0	0	1991	Dye Based Fountain Pen Inks.	1 Litre	20000	14000	0.14	20020301
1222	0	0	1992	Ink, Duplicating, for Twin Cylinder Rotary Machines.	1 Kg.	20000	14000	0.14	20020301
1237	0	0	1980	Cement concrete Flooring Tiles.	10 Sq. Metre	24000	17000	2.88	20020301
1239	1	0	1990	Mild Steel Tubes for General Engineering Purposes.	1 Tonne	24000	17000	7.2	20020301
1239	2	0	1992	Mild Steel Tubulars and Fittings.	1 Tonne	24000	17000	36	20020301
1258	0	0	1987	Bayonet Lamp Holders	100 Pieces	30000	24000	2.16	20020301
1293	0	0	1988	Three Pin Plugs and Sockets.	100 Pieces	20000	14000	1.44	20020301
1333	0	0	1978	Ink, Duplicating, For Single Drum Rotary Machines.	1 Kg.	20000	14000	0.14	20020301
1337	0	0	1993	Electroplated Coatings of Hard Chromium on Iron and Steel for Engineering Purposes	1 Sq. Metre Plated Area	24000	14000	7.2	20020301
1341	0	0	1992	Steel Butt Hinges,	100 Pieces	24000	17000	1.44	20020301
1507	0	0	1977	Copper Oxychloride, WDPC	1 Tonne	24000	17000	28.8	20020301
1729	0	0	1979	Cast Iron/ductile Iron Drainage Pipes and Pipe fittings for Over Ground Non-Pressure Pipeline Socket and Spigot Series.	1 Tonne	24000	17000	7.2	20020301
1746	0	0	1992	Shoe Polish, Paste.	1 Kg.	20000	14000	0.22	20020301
1783	1	0	1993	Drums Large Fixed Ends.	1 Drum	24000	17000	0.29	20020301
1783	2	0	1993	Drums Large Fixed Ends.	1 Drum	24000	17000	0.29	20020301
2052	0	0	1979	Compounded Feeds For Cattle.	1 Tonne	24000	17000	2.88	20020301
2074	0	0	1992	Ready Mixed Paint Air Drying, Red Oxide-Zinc Chrome, Priming.	1 Litre/Kg.	20000	14000	0.22	20020301
2082	0	0	1993	Stationery Storage Type Electric Water Heaters.	1 Piece	30000	24000	2.88	20020301
2142	0	0	1992	Bromine Technical	1 Tonne	20000	14000	36	20020301
2148	0	0	1981	Flameproof Enclosures of Electrical Equipment.	1 Piece	24000	17000	1.44	20020301

1	2	3	4	5	6	7	8	9	10
2171	0	0	1999	Protable Fire Extinguishers, Dry Powder (Cartridge Type).	1 Piece	30000	24000	1.44	20020301
2312	0	0	1967	Propeller Type AC Ventilating Fans.	1 Fan	30000	24000	1.44	20020301
2339	0	0	1963	Aluminium Paint for General Purposes in Dual Containers.	1 Litre/Kg.	20000	14000	0.22	20020301
2347	0	0	1995	Domestic Pressure Cooker.	1 Cooker	24000	17000	0.72	20020301
2386	1	0	1963	Method of Test for Aggregate for concrete (Particle size and Shape)	1 Piece	20000	14000	2.88	20020301
2566	0	0	1993	B-Twill Jute Bags.	1 Tonne	24000	17000	14.4	20020301
2568	0	0	1978	Malathion, DP	1 Tonne	24000	17000	7.2	20020301
2569	0	0	1978	Malathion, WDP	1 Tonne	24000	17000	28.8	20020301
2645	0	0	2003	Integral Water-Proofing Compounds for Cement Mortar and Concrete.	1 Tonne	24000	17000	14.4	20020301
2653	0	0	1993	Safety Matches in Boxes.	10000 Boxes	24000	17000	2.88	20020301
2780	0	0	1964	Sodium Bromide Pure.	1 Tonne	20000	14000	36	20020301
2818	2	0	1990	Indian Hessian (PT-2 to PT-6).	One Tonne	17000	12000	10.08	20020301
2980	0	0	1986	Non Pressure Stoves.	1 Stove	26000	18000	0.22	20020301
3536	0	0	1966	Ready Mixed Paint, Brushing, Wood Primer Pink.	1 Litre/Kg.	20000	14000	0.22	20020301
3537	0	0	1966	Ready Mixed Paint, Finishing, Interior, for General Purposes.	1 Litre/Kg.	20000	14000	0.22	20020301
3549	0	0	1983	Water Suction and discharge House of Rubber, Heavy Duty.	100 Metre	30000	24000	21.6	20020301
3564	0	0	1995	Door Closures (Hydraulically Regulated).	1 Piece	24000	17000	2.16	20020301
3589	0	0	2001	Seamless or Electrically Welded Steel Pipes for water Gas and Sewage (168.3 to 2540 mm Outside diameter)	1 Tonne	24000	17000	7.2	20020301
3601	0	0	1984	Tubes for General Engineering Purposes.	1 Tonne	24000	17000	7.2	20020301
3652	0	0	1995	Foot Sprayer.	1 sprayer.	30000	24000	2.88	20020301
3854	0	0	1997	Switches for Domestic & Similar Purposes.	100 Pieces	20000	14000	2.88	20020301

1	2	3	4	5	6	7	8	9	10
3906	0	0	1995	Hand-operated Continuous Knap-Sack Sprayer (Piston Type).	One Sprayer	27000	20000	2.88	20020301
4159	0	0	2002	Mineral Filled sheathed Heating Elements.	1 Piece	27000	20000	1.44	20020301
4605	0	0	1981	Crepe Bandage.	100 Sq. Metre	17000	12000	2.88	20020301
4654	0	0	1993	Paraffin Wax	1 Tonne	24000	17000	11.52	20020301
4751	0	0	1994	Potassium Metabisulphite, Food Grade.	1 Kg.	17000	12000	0.07	20020301
5346	0	0	1994	Synthetic Food Colour Preparations and Mixtures (Powder).	1 Kg.	24000	17000	0.22	20020301
5346	0	0	1994	Synthetic Food Colour Preparations and Mixtures (Liquid).	1 Litre	24000	17000	0.36	20020301
5382	0	0	1985	Rubber Sealing Rings for Gas Mains and Sewers.	1 Piece	24000	17000	0.22	20020301
5430	0	0	1981	Ammonia Preserved Concentrated Natural Rubber Latex.	1 Tonne (DRCBASIS)	24000	17000	43.2	20020301
5513	0	0	1996	Vicot Apparatus.	1 Piece	20000	14000	2.88	20020301
5514	0	0	1996	Apparatus for LE Chettelier.	1 Piece	20000	14000	0.72	20020301
5516	0	0	1996	Variable Flow Type Air Permeability Apparatus (Blaine Type).	1 Piece	20000	14000	2.88	20020301
6538	0	0	1971	Three-Pin Plugs Made of Resilient Material.	100 Pieces	24000	17000	4.32	20020301
7181	0	0	1986	Horizontally Cast Iron Double Flanged Pipes for Water Gas & Sewage.	1 Tonne	24000	17000	7.2	20020301
7224	0	0	1985	Iodized Salt.	1 Tonne	24000	17000	1.44	20020301
7532	0	0	1974	Soft Soap.	1 Tonne	20000	14000	28.8	20020301
7538	0	0	1996	Three-Phase Squirrel Cage Induction Motors for Centrifugal Pumps for Agricultural Applications	1 KW	24000	17000	1.44	20020301
7884	0	0	1992	Shampoo, Synthetic Detergent Based.	1 Litre	17000	12000	0.14	20020301
8249	0	0	1994	Zinc Sulphate, Agriculture Grade	1 Tonne	24000	17000	14.4	20020301
8391	0	0	1997	Rubberized coir Sheets for Cushioning.	1 Tonne	24000	17000	36	20020301
8446	0	0	1991	Carbendazim (MBC), WDP.	1 Tonne	24000	17000	28.08	20020301

1	2	3	4	5	6	7	8	9	10
8783	4	1	1995	Winding Wires for Submersible Motors : Part 4 Specification For individual Wires : Sec 1 HR Pvt Insulated Wires	100 Metre	20000	14000	0.36	20020301
8794	0	0	1988	Cast Iron Detachable Joints for use with Asbestos Cement Pressure pipes	1 Tonne	24000	17000	14.4	20020301
8808	0	0	1999	Burners for Oil Pressure Stoves and Oil Pressure Heaters.	100 Burners	24000	17000	7.2	20020301
8960	0	0	1978	Methyl Parathion, DP.	1 Tonne	24000	17000	7.2	20020301
8978	0	0	1992	Electric Instantaneous Water Heaters.	1 Piece	30000	24000	1.44	20020301
9537	2	0	1981	Rigid Steel Conduits for Electrical Installations.	100 Metre	24000	17000	1.44	20020301
9537	3	0	1983	Rigid Plain Conduits of Insulating Material	100 Metre	24000	17000	1.44	20020301
9585	0	0	1980	Lactometers.	1 Piece	20000	14000	0.14	20020301
9798	0	0	1995	Non Pressure Regulators for use with LPG Mixtures	One Regulator	24000	17000	0.36	20020301
9862	0	0	1981	Ready Mixed Paint, Brushing, Bituminous, Black, Lead Free, Acid, Alkali water and Chlorine Resisting	1 Litre/1 Kg	20000	14000	0.22	20020301
10124	1	0	1988	Fabricated PVC Fittings for Potable Water Supplies.	One Tonne	24000	17000	57.6	20020301
10325	0	0	2000	Newman Capsule OR K.O. Type Closure.	1000 Capsules	24000	17000	1.44	20020301
10325	0	0	1989	15-KG Square Tins for Vanaspati and Edible Oils.	One Tin	24000	17000	0.07	20020301
11951	0	0	1987	Pumpsets for Desert Cooler	One Pumpset	30000	24000	0.72	20020301
11995	0	0	1987	Isoproturan WP.	One Tonne	24000	17000	28.8	20020301
13152	1	0	1991	Solid Bio-Mass Chulha Portable (Metallic)	One Chulha	24000	17000	0.43	20020301
6234	0	0	2003	Portable Fire Extinguisher Water Tyre (Stored Pressure)	One Fire Extinguisher	36000	29000	2	20020301
14787	0	0	2000	UPVC Pipes (Duets) and Fittings for Underground Telecommunications Cable Installations	One Tonne	60000	50500	72	20020301

1	2	3	4	5	6	7	8	9	10
1	0	0	1968	The National Flag of India (Cotton Khadi)	1 Flag	27000	20000	0.3	20020401
10	2	0	1996	Plywood for Tea-Chest Panels	One Sq. Metre	24000	17000	0.15	20020401
10	3	0	1974	Plywood for Tea-Chest (Battens)	1 Set (12 Pieces)	20000	14000	0.06	20020401
21	0	0	1992	Wrought Aluminum and Aluminium Alloys for Manufacture of Utensils	1 Tonne	24000	17000	28.8	20020401
44	0	0	1991	Iron Oxide Pigments for Paints	One Kg.	24000	17000	0.06	20020401
133	0	0	1993	Enamel Interior (A) Undercoating (B) Finishing	1 Liter	29000	22000	0.22	20020401
204	1	0	1991	Tower Bolts, Ferrous Metals	100 Pieces	24000	17000	7.2	20020401
204	2	0	1992	Tower Bolts, Non-Ferrous Metals	100 Pieces	24000	17000	7.2	20020401
205	0	0	1992	Non-Ferrous Metals Hinges	100 Pieces	24000	17000	1.45	20020401
208	0	0	1996	Door Handles	100 Pieces	24000	17000	7.2	20020401
210	0	0	1993	Grey Iron Castings	1 Tonne	24000	17000	11.55	20020401
218	0	0	1983	Cresote Oil for use as Wood Preservatives.	1 Tonne	29000	22000	86.4	20020401
245	0	0	1988	Trichloroethylene, Technical	1 Tonne	24000	17000	21.6	20020401
251	0	0	1998	Soda Ash, Technical	1 Tonne	24000	17000	0.75	20020401
252	0	0	1991	Caustic Soda Pure and Technical	1 Tonne	24000	17000	0.75	20020401
253	0	0	1985	Edible Common Salt	1 Tonne	24000	17000	0.75	20020401
254	0	0	1973	Magnesium Chloride	1 Tonne	24000	17000	1.45	20020401
264	0	0	1976	Nitric Acid	1 Kg.	27000	20000	0.22	20020401
266	0	0	1993	Sulphuric Acid	1 Kg.	24000	17000	0.22	20020401
274	1	0	1981	Shovels (General Purposes)	1 Piece	24000	17000	0.15	20020401
285	0	0	1992	Laundry Soaps	1 Tonne	24000	17000	7.2	20020401
294	0	0	1979	Superphosphate	One Tonne	36000	29000	6	20020401
299	0	0	1989	Alumino Ferric	1 Tonne	24000	17000	2.9	20020401
318	0	0	1981	Leaded Tin Bronze Ingots and Castings	One Tonne	24000	17000	144	20020401
335	0	0	1993	New Insulating Oils for Transformers & Switchgears	1 Kilo Litre	49000	38000	7.2	20020401
362	0	0	1991	Parliament Hinges	100 Pieces	24000	17000	1.45	20020401
384	0	0	1979	Brushes, Paints and Varnishes, Flat	100 Brushes	24000	17000	7.2	20020401

1	2	3	4	5	6	7	8	9	10
410	0	0	1977	Cold Rolled Brass Sheets, Strips and Foil	1 Tonne	24000	17000	43.2	20020401
411	0	0	1991	Titanium Dioxide, Anatase, for Paints	100 Kg.	24000	17000	1.2	20020401
418	0	0	1978	Tungsten Filament General Service Electric Lamps	100 Bulbs	41000	34000	0.75	20020401
444	0	0	1987	Rubber Water Hose	100 Metre	24000	17000	21.6	20020401
446	0	0	1987	Rubber Air Hose	100 Metre	24000	17000	21.6	20020401
447	0	0	1988	Rubber Hose for Welding	100 Metre	24000	17000	21.6	20020401
459	0	0	1992	Unreinforced Corrugated and Semi-Corrugated Asbestos Cement Sheets	1 Tonne	24000	17000	1.45	20020401
550	1	0	2003	Safes	One Safe	36000	29000	144	20020401
553	0	0	1984	Rosin (Gum Rosin)	One Tonne	24000	17000	28.8	20020401
555	0	0	1979	Electric Table Type Fans	One Piece	26000	18000	2.9	20020401
573	0	0	1992	Trisodium Phosphate Technical	1 Tonne	24000	17000	17.3	20020401
574	0	0	1989	Glassy Sodium Metaphosphate, Technical	1 Tonne	24000	17000	17.3	20020401
612	0	0	1992	Roasted Chicory Powder	1 Tonne	24000	17000	17.3	20020401
623	0	0	1993	Bicycle frames	100 Frames	24000	17000	2.9	20020401
624	0	0	2003	Bicycle Rims	100 Rims	24000	17000	2.9	20020401
632	0	0	1978	Gamma BHC (Lindane) EC	100 Litres	29000	22000	28.8	20020401
636	0	0	1988	Fire Fighting Hose (Rubber Line, OR Rubberized Fabric Lined, Woven-Jacketed)	100 Metre	24000	17000	14.4	20020401
638	0	0	1979	Sheet Rubber Jointing and Rubber Insertion Jointing	1 Tonne	24000	17000	43.2	20020401
692	0	0	1994	Paper Insulated Lead Sheathed Cables	100 Metre	33000	26000	14.4	20020401
710	0	0	1976	Marine Plywood	One Sq. Metre	24000	17000	0.15	20020401
712	0	0	1984	Building Lime	One Tonne	29000	22000	1.45	20020401
715	1	0	1976	Coated Abrasives	100 Sq. Metre	24000	17000	1.2	20020401
715	2	0	1976	Coated Abrasives	100 Sq. Metre	24000	17000	1.2	20020401
718	0	0	1977	Carbon Tetrachloride	1 Tonne	24000	17000	21.6	20020401
745	0	0	1990	Handloom Cotton Bed Sheets	100 Sq. Metre	24000	17000	5.8	20020401
771	2	0	1985	Glazed Fire-Clay Sanitary Appliances (Part 2) Specific Requirements of Kitchen and Laboratory Sinks	1 Tonne	24000	17000	7.2	20020401

1	2	3	4	5	6	7	8	9	10
774	0	0	1984	Flushing Cisterns for Water Closets and Urinals (Cast Iron)	1 Cistern	57000	30000	2.9	20020401
774	0	0	1984	Flushing Cisterns for Water Closets and Urinals (Pressed Steel)	1 Cistern	57000	30000	2.9	20020401
774	0	0	1984	Flushing Cisterns for Water Closets and Urinals (Vitreous)	1 Cistern	57000	48000	2.9	20020401
778	0	0	1984	Copper Alloy Gate, Globe and Check Valves for Water Works Purposes	1 Piece	26000	18000	0.45	20020401
779	0	0	1994	Water Meters (Domestic Type)	1 Water-Meter	30000	24000	1.45	20020401
781	0	0	1984	Cast Copper Alloy Screw-Down Bib Taps and Stop Valves for Water Services	1 Piece	26000	18000	0.22	20020401
784	0	0	1978	Prestressed Concrete Pipes (Including Fittings) (First Revision)	1 Tonne	24000	17000	7.2	20020401
797	0	0	1982	Common Salt for Chemical Industries	1 Tonne	24000	17000	0.75	20020401
804	0	0	1967	Rectangular Pressed Steel Tank	1 Tonne	24000	17000	28.8	20020401
834	0	0	1993	Cotton Yarn, Grey, for Hosiery	100 Kg	24000	17000	1.45	20020401
848	0	0	1974	Synthetic Resin Adhesives for Plywood (Phenolic and Aminoplastic)	1 Tonne	24000	17000	21.6	20020401
863	0	0	1988	Handloom Cotton Bandage Cloth	100 Sq. Metre	24000	17000	5.8	20020401
868	0	0	1990	Sealing Wax	100 Kg	24000	17000	16.8	20020401
878	0	0	1975	Graduated Measuring Cylinders	100 Pieces	24000	17000	14.4	20020401
882	0	0	1984	Lindane	One Tonne	33000	26000	216	20020401
899	0	0	1971	Tapioca Sago (Saboodana)	One Tonne	24000	17000	28.8	20020401
903	0	0	1993	Fire Hose Delivery Couplings Branch Pipe, Nozzles	1 Piece	24000	17000	1.45	20020401
908	0	0	1975	Fire Hydrant, Stand Post Type	1 Number	24000	17000	7.2	20020401
915	0	0	1975	One Mark Volumetric Flasks	1 Flask	24000	17000	0.3	20020401
916	0	0	2000	18-Litre Square Tins	100 Tins	24000	17000	7.2	20020401

1	2	3	4	5	6	7	8	9	10
1005	0	0	1992	Edible Maize Starch (Corn Flour)	Hundred Kg	24000	17000	2.4	20020401
1007	0	0	1984	Custard Powder	1 Kg	24000	17000	0.15	20020401
1008	0	0	1981	Hard Boiled Sugar Confectionery	1 Kg	24000	17000	0.15	20020401
1015	0	0	1987	Leather Pump Buckets made from Vegetable Tanned Leather	100 Buckets	24000	17000	2.2	20020401
1038	0	0	1983	Steel Doors, Windows and Ventilators	1 Tonne	24000	17000	14.4	20020401
1051	0	0	1980	Pyrethrum Extract	100 Litre	29000	22000	28.8	20020401
1063	0	0	1963	14 mm Spark Plug	100 Pieces	33000	26000	2.2	20020401
1067	0	0	1981	Electro-Plated Coatings of Silver for Decorative and Protective Purposes	100 G of Silver Consumed	26000	18000	7.2	20020401
1069	0	0	1993	Water for Storage Batteries	One Kilo Litre	29000	22000	3.6	20020401
1084	0	0	1994	Manila Ropes	One Tonne	24000	17000	72	20020401
1159	0	0	1981	Baking Powder	1 Kg	24000	17000	0.06	20020401
1166	0	0	1986	Condensed Milk	1 Tonne	24000	17000	28.8	20020401
1184	0	0	1977	Maize, Starch, Cotton Textile Industry	1 Tonne	24000	17000	7.2	20020401
1223	0	1	1982	Apparatus for Determination of Milk Fat by Gerber Method (Butyrometers Only Section-1)	100 Pieces	24000	17000	10.1	20020401
1223	0	2	1982	Apparatus for Determination of Milk Fat by Gerber Method (Lock Stoppers Only Section-2)	100 Pieces	24000	17000	0.45	20020401
1223	0	3	1982	Apparatus for Determination of Milk Fat by Gerber Method (Pipette Only Section-3)	100 Pieces	24000	17000	10.1	20020401
1223	0	6	1982	Apparatus for Determination of Milk Fat by Gerber Method (Centrifuge Only Section-6)	1 Piece	24000	17000	1.45	20020401
1230	0	0	1979	Cast Iron Rainwater Pipes and Fittings	1 Tonne	24000	17000	7.2	20020401
1251	0	0	1988	Zinc Phosphide, Technical	1 Tonne	29000	22000	72	20020401
1312	0	0	1980	Methyl Bromide	1 Tonne	29000	22000	72	20020401

1	2	3	4	5	6	7	8	9	10
1321	1	0	1992	Sisal Ropes, Untarred Variety	One Tonne	27000	20000	72	20020401
1322	0	0	1993	Bitumen Felts for Water-Proofing and Damp-Proofing	100 Metre	24000	17000	1.45	20020401
1328	0	0	1996	Veneered Decorative Plywood	1 SQ. Metre	27000	20000	0.15	20020401
1342	0	0	2002	Oil Pressure Stoves	1 Piece	27000	20000	0.22	20020401
1363	0	0	1992	Black Hexagon Bolts, Nuts and Lock Nuts and Black Hexagon Screws	1 Tonne	27000	20000	21.6	20020401
1364	0	0	1992	Precision and Semi-Precision Hexagon Bolts, Screws, Nuts and Locknuts	1 Tonne	27000	20000	21.6	20020401
1370	0	0	1993	Friction Surface Rubber and Transmission Belting	10 SQ. Metre	24000	17000	2.9	20020401
1374	0	0	1992	Poultry Feed	1 Tonne	24000	17000	4.35	20020401
1391	1	0	1992	Room Air Conditioners	One Air Conditioner	42000	35000	14.4	20020401
1391	2	0	1992	Room Airconditioner Part 2 Split Air Conditioners	1 Air Conditioner	42000	35000	24	20020401
1422	0	0	1983	Cotton Duck	100 SQ. Metre	24000	17000	5.8	20020401
1475	1	0	2001	Self Contained Drinking Water Coolers : Energy Consumption and Performance	1 Cooler	30000	24000	14.4	20020401
1486	0	0	1978	Copper Oxychloride, Technical	1 Tonne	29000	22000	57.6	20020401
1488	0	0	1989	2, 4-D, Sodium, Technical	One Tonne	29000	22000	144	20020401
1534	1	0	1977	Ballasts for Fluorescent Lamps	One Pieces	36000	29000	0.15	20020401
1536	0	0	1989	Centrifugally Cast (Spun) Iron Pressure Pipes for Water, Gas and Sewage	1 Tonne	24000	17000	7.2	20020401
1537	0	0	1976	Cast Iron Pressure Pipes for Water, Gas and Sewage	1 Tonne	24000	17000	7.2	20020401
1538	0	0	1993	Cast Iron Fittings for Pressure Pipes for Water Gas and Sewage	1 Tonne	24000	17000	14.4	20020401
1540	1	0	1980	Quick Lime and Hydrated Lime for Chemical Industries : Part 1 Quicklime	1 Tonne	49000	41000	7.2	20020401

1	2	3	4	5	6	7	8	9	10
1551	0	0	1991	Carbon Papers for Type Writers	1 Box of 100 Sheets	24000	17000	0.3	20020401
1554	1	0	1988	PVC Insulated (HD) Cables upto 1100V	100 Metre	33000	26000	3.6	20020401
1554	2	0	1988	PVC Insulated (HD) Cables, 3.3KV upto & Including 11KV	100 Metre	33000	26000	14.4	20020401
1580	0	0	1991	Bitumen Compound for Water-Proofing and Caulking	1 Tonne	24000	17000	7.2	20020401
1592	0	0	2003	Asbestos Cement Pressure Pipes and Joints	1 Tonne	24000	17000	7.2	20020401
1610	0	0	1989	Sewing Machines for Household Purposes	1 Sewing Machine	57000	30000	1.45	20020401
1626	0	0	1994	Asbestos Cement Building Pipes & Fittings (Part 1 to 3)	1 Tonne	24000	17000	17.3	20020401
1656	0	0	1997	Milk-cereal Based Weaning Food	One Tonne	36000	29000	144	20020401
1658	0	0	1977	Fibre Hard Board	One Tonne	24000	17000	7.2	20020401
1659	0	0	1990	Block Boards	1 SQ. Metre	30000	24000	0.3	20020401
1660	1	0	1982	Wrought Aluminium Utensils (Cooking, Table Serving and Storing Utensils)	One Tonne	24000	17000	14.4	20020401
1664	0	0	2002	Mineral Mixtures for Supplementing Cattle Feeds	1 Tonne	27000	20000	11.55	20020401
1667	0	0	1981	Toffees	One Kg.	24000	17000	0.15	20020401
1675	0	0	1971	Stearic Acid, Technical	1 Tonne	24000	17000	43.2	20020401
1678	0	0	1978	Prestressed Concrete Poles for Overhead Power, Traction and Telecommunication Lines	1 Cu.m.	42000	35000	18	20020401
1694	0	0	1994	Tartrazine, Food Grade	1 Kg.	24000	17000	1.1	20020401
1695	0	0	1994	Sunset Yellow, FCF, Food Grade	1 Kg.	24000	17000	1.1	20020401
1697	0	0	1994	Erythrosine, Food Grade	1 Kg.	24000	17000	1.1	20020401
1698	0	0	1994	Indigo Carmine, Food Grade	1Kg	24000	17000	1.1	20020401
1703	0	0	2000	Ball Valves (Horizontal Plunger Type) for Water Supply Purposes	1Piece	24000	17000	0.3	20020401
1711	0	0	1984	Self Closing Taps	1Piece	24000	17000	0.3	20020401
1726	0	0	1991	Cast Iron Manhole Covers and Frames	1 Tonne	24000	17000	14.4	20020401

1	2	3	4	5	6	7	8	9	10
1741	0	0	1960	Latex Foam Rubber Products	1 Tonne	33000	26000	72	20020401
1759	0	0	1986	Powrahs	100 Pieces	24000	17000	2.9	20020401
1777	0	0	1978	Industrial Luminaire with Metal Reflectors	1 Piece	36000	29000	2.9	20020401
1784	0	0	1998	Screwed Closures for Drums	100 Pieces	24000	17000	2.9	20020401
1785	1	0	1983	Plain Hard-Drawn Steel Wire for prestressed Concrete (Cold Drawn Stress-Relieved Wire)	One Tonne	42000	35000	17.3	20020401
1785	2	0	1983	Plain Hard-Drawn Steel Wire for prestressed Concrete (As-Drawn Wire)	One Tonne	29000	22000	15.85	20020401
1795	0	0	1982	Pillar Taps for Water Supply Purposes	1 Piece	24000	17000	0.3	20020401
1804	0	0	1996	Fibre Core for Steel Wire Rope	1 MT	29000	22000	17.3	20020401
1806	0	0	1975	Malted Milk Foods	1 Tonne	24000	17000	28.8	20020401
1824	0	0	1978	Insecticidal Space Spray	100 Litre	30000	24000	28.8	20020401
1825	0	0	1983	Aluminium Alloy Milk Cans	1 Can	24000	17000	1.45	20020401
1827	0	0	1989	Liquid Amine Salts of 2, 4-D	ONE KL	29000	22000	288	20020401
1832	0	0	1978	Malathion, Technical	One Tonne	29000	22000	72	20020401
1834	0	0	1984	Hot Applied Sealing Compound for Joints in Concrete	1 Tonne	36000	29000	21.6	20020401
1838	1	0	1983	Preformed Fillers for Expansion Joints in Concrete (Bitumen Impregnated Fibre)	1 Sq. Metre	24000	17000	0.45	20020401
1848	0	0	1981	Writing and Printing Paper	1 Tonne	24000	17000	7.2	20020401
1855	0	0	1977	Stranded Steel Wire Ropes for Winding and Man-Riding Haulages in Mines	1 Tonne	27000	20000	14.4	20020401
1856	0	0	1977	Steel Wire Ropes for Haulage Purposes in Mines	1 Tonne	27000	20000	14.4	20020401
1879	0	0	1987	Malleable Cast Iron Pipe Fittings	1 Tonne	24000	17000	21.6	20020401
1884	0	0	1993	Electric Horns for Automobiles	One Horn	42000	35000	0.3	20020401
1891	1	0	1994	Rubber Conveyor and Elevator Belting General Purpose	1 Sq. Metre	24000	17000	0.45	20020401

1	2	3	4	5	6	7	8	9	10
1891	2	0	1993	Conveyor and Elevator Textile Belting—Heat Resistant Belting	1 Sq. Metre	24000	17000	0.45	20020401
1897	0	0	1983	Copper Strip for Electrical Purposes	1 Tonne	24000	17000	43.2	20020401
1912	0	0	1984	Country Jute Twine	One Tonne	24000	17000	14.4	20020401
1943	0	0	1995	A-Twill Jute Bags	1 Tonne	24000	17000	14.4	20020401
1970	0	0	1995	Crop Protection Equipment—Hand Operated Compression Knapsack Sprayer	1 Sprayer	24000	17000	2.9	20020401
1971	0	0	1996	Hand-Operated Stirrup Type Sprayer	1 Pump	24000	17000	2.9	20020401
1978	0	0	1982	Line Pipe	1 Tonne	24000	17000	7.2	20020401
1989	1	0	1986	Leather Safety Boots and Shoes for Miners	1 Pair	24000	17000	0.3	20020401
1989	2	0	1986	Leather Safety Boots and Shoes for Heavy Metal Industries	1 Pair	24000	17000	0.3	20020401
1993	0	0	1993	Cold-Reduced Tinplate and Cold Reduced Black- Plate	1 Tonne	29000	22000	2.9	20020401
2016	0	0	1967	Plain Washer	One Tonne	24000	17000	144	20020401
2028	0	0	1998	Open Jaw Wrenches (Spanners)	One Piece	24000	17000	0.15	20020401
2036	0	0	1995	Phenolic Laminated Sheets	10 Kg.	57000	48000	1.2	20020401
2039	0	0	1991	Steel Tubes for Bicycle and Allied Purposes	1 Tonne	24000	17000	7.2	20020401
2046	0	0	1995	Decorative Thermosetting Synthetic Resin Bonded Laminated Sheets	One Sq. Metre	120000	108000	0.5	20020401
2061	0	0	1995	Bicycle Front Forks	100 Forks	24000	17000	2.9	20020401
2083	0	0	1991	Flashlights	100 Pieces	24000	17000	2.9	20020401
2089	0	0	1977	Common Proofed Canvas/Duck and Tarpaulin	100 Sq. Metre	36000	29000	7.2	20020401
2092	0	0	1983	Plunger Type Dial Gauges	1 Dial Gauge	24000	17000	0.75	20020401
2098	0	0	1964	Asbestos Cement Building Boards	One Tonne	24000	17000	4.35	20020401
2121	0	0	1962	Fittings for Conductors and Earth Wire for Overhead Power Lines	1 Tonne	24000	17000	144	20020401
2124	0	0	1974	Sodium Bicarbonate	1 Tonne	24000	17000	2.9	20020401

1	2	3	4	5	6	7	8	9	10
2141	0	0	2000	Hot Dip Galvanized Stay Strand	1 Tonne	24000	17000	11.55	20020401
2161	0	0	1996	Coolant Pumps for Machine Tools	1 Piece	24000	17000	1.45	20020401
2202	1	0	1999	Wooden Flush Doors Shutters (solid core type): Part 1 Plywood Facepanels	1SQ. Metre	30000	24000	0.75	20020401
2215	0	0	1984	Starters for Flourescent Lamps	1000 Pieces	24000	17000	8.65	20020401
2243	0	0	1971	Drill Chucks	1 Chuck	24000	17000	0.35	20020401
2257	0	0	1989	Paper Adhesives, Liquid Gum and Office Paste Type	1 Litre	24000	17000	0.15	20020401
2266	0	0	2002	Steel Wire Ropes for General Engineering Purposes	1 Tonne	27000	20000	14.4	20020401
2344	0	0	1973	Chewing Tobacco, Zarda Flake Type	1 Kg	24000	17000	0.35	20020401
2358	0	0	1984	Formulation based on Stabilized Methoxy Ethyl Mercury Chloride Concentrate	One Tonne	24000	17000	144	20020401
2365	0	0	1977	Steel Wire Suspension Ropes for Lifts Elevators, and Hoists	1 Tonne	33000	26000	28.8	20020401
2373	0	0	1981	Bulk Water Meters	1 Meter	30000	24000	14.4	20020401
2396	0	0	1988	Rubber Hose for Fuel Dispensing	100 Meter	24000	17000	21.6	20020401
2403	0	0	1995	Bicycle Chains	100 Chains	24000	17000	1.45	20020401
2404	0	0	1993	Malt Extract	1 Tonne	24000	17000	17.3	20020401
2414	0	0	1991	Cycle and Rickshaw Pneumatic Tyres	100 Pieces	36000	29000	2.9	20020401
2415	0	0	1992	Cycle Rubber Tube	100 Pieces	24000	17000	1.45	20020401
2418	1	0	1977	Tubular Fluorescent Lamps	1 Lamp	64000	48000	0.05	20020401
2448	1	0	1963	Adhesive Insulating Tapes for Electrical purposes (Part 1) Tapeswith Cotton Textile Substrates	100 Metres	24000	17000	0.15	20020401
2465	0	0	1984	Cables for Motor Vehicles	100 Metre	27000	20000	0.35	20020401
2486	1	0	1993	Insulator Fittings for Overhead Power Lines of 1000 V and above	1 Tonne	24000	17000	144	20020401
2494	1	0	1994	V-Belts for Industrial Purposes	100 Pieces	24000	17000	2.9	20020401
2508	0	0	1984	Low Density Polyethylene Films	1KG	24000	17000	0.15	20020401

1	2	3	4	5	6	7	8	9	10
2512	0	0	1978	Miners Cap Lamp Batteries (Lead-Acid Type)	1 Piece	33000	26000	1.15	20020401
2548	1	0	1996	Plastic Seat and Cover for Water-closets (Part I & II)	1 Piece (Seat Plus Cover)	24000	17000	0.75	20020401
2548	2	0	1996	Thermoplastic Seats and Covers	One Piece	24000	17000	0.75	20020401
2552	0	0	1989	Steel Drums (Galvanised and Ungalvanised)	One Piece	24000	17000	0.15	20020401
2553	1	0	1990	Safety Glass	1 SQ Metre	24000	17000	0.45	20020401
2553	2	0	1992	Safety Glass-Specification : Part 2 for Road Transport	One Square Metre	49000	41000	0.75	20020401
2556	0	0	1994	Vitreous Sanitary Appliances (Part I to XV)	1 Tonne	24000	17000	11.55	20020401
2557	0	0	1994	Annatto colours for Food Products	One Kg	24000	17000	0.35	20020401
2558	0	0	1994	Ponceau 4R, Food Grade	1 KG	24000	17000	1.1	2002041
2567	0	0	1978	Malathion, EC	100 Litre	29000	22000	28.8	20020401
2581	0	0	2002	Round Strand Galvanized Steel Wire Ropes for Shipping Purposes	1 Tonne	27000	20000	28.8	20020401
2593	0	0	1984	Flexible Cables for Miner's Cap Lamps	100 Metre	27000	20000	3.6	20020401
2596	0	0	1980	Bulbs for Miners Cap Lamps	100 Bulbs	30000	24000	1.45	20020401
2681	0	0	1993	Non-Ferrous Metal Sliding door Bolts (Aldrops) for use with Padlocks	1 Piece	24000	17000	0.22	20020401
2692	0	0	1989	Ferrules for Water Services	1 Ferrule	24000	17000	0.45	2002040
2705	2	0	1992	Measuring Current Transformers	1 CT	33000	26000	5.8	2002041
2705	3	0	1992	Protective Current Transformers	1 CT	30000	24000	1.45	20020400
2705	4	0	1992	Protective Current Transformers for Special Purpose Applications	1 CT	30000	24000	2.9	20020401
2711	0	0	1979	Direct Reading PH Metres	1 Piece	24000	17000	7.2	20020401
2712	0	0	1998	Gaskets and Packings Compressed Asbestos Fibre Joining	1000 Kg	49000	41000	3.6	20020401

1	2	3	4	5	6	7	8	9	10
2713	0	0	1980	Tubular Steel Poles for Overhead Power Lines, General Requirements (Same for Part 1 to 3)	1 Pole	24000	17000	2.9	20020401
2721	0	0	2003	Galvanised Steel Chain Link Fence Fabric	10 Sq. Metre	26000	18000	1.45	20020401
2730	0	0	1977	Magnesium Sulphate, Technical	1 Tonne	24000	17000	7.2	20020401
2745	0	0	1983	Firemens Helmets	1 Helmet	24000	17000	0.45	20020401
2785	0	0	1979	Natural Cheese, Hard Variety Processed Cheese, Processed Cheese Sprad and Soft Cheese	1 Tonne	24000	17000	28.8	20020401
2791	0	0	1992	Soluble Coffee Powder	1 Kg	24000	17000	0.22	20020401
2861	0	0	1980	Diazinon, EC	100 Litre	29000	22000	28.8	20020401
2865	0	0	1978	Methyl Parathion, EC	100 Litre	29000	22000	28.8	20020401
2876	0	0	1999	3 Jaw & 4 Jaw Scroll Manually Operated Self Centering Lathe Chucks	One Piece	24000	17000	4.35	20020401
2878	0	0	1986	Portable Fire Extinguishers, Carbon-dioxide type	1 Piece	30000	24000	1.45	20020401
2888	0	0	1983	Toilet Soaps	1 Tonne	24000	17000	7.2	20020401
2923	0	0	1995	Carmoisine, Food Grade	1 Kg	24000	17000	1.1	20020401
2925	0	0	1984	Industrial Safety Helmets	1 Helmet	24000	17000	0.3	20020401
2932	0	0	1993	Enamel, Synthetic, Exterior (A) Undercoating, (B) Finishing	1 Litre	29000	22000	0.22	20020401
2933	0	0	1975	Enamel, Exterior (A) Undercoating (B) Finishing	1 Litre	29000	22000	0.22	20020401
2972	1	0	1979	Textile Motors	One Kw	36000	29000	8.65	20020401
2993	0	0	1975	Motor Capacitors	One Piece	42000	30000	0.75	20020401
2997	0	0	1964	Air Circulator type Electric Fans and Regulator	One Piece	49000	41000	6	20020401
3017	0	0	1985	Thermostats for Electric Water Heaters	1 Piece	36000	29000	0.45	20020401
3055	1	0	1994	Clinical Thermometers	1 Thermometer	24000	17000	0.3	20020401
3062	0	0	1995	Rocker Sprayer	1 Sprayer	27000	20000	2.9	20020401

1	2	3	4	5	6	7	8	9	10
3087	0	0	1985	Wood Particle Boards (Medium Density) for General Purposes	One Sq. Metre	24000	17000	0.15	20020401
3097	0	0	1980	Vaneered Particle Board	One Sq. Metre	36000	29000	0.15	20020401
3099	1	0	1992	Microscope Slips	500 Slips	24000	17000	1.45	20020401
3099	2	0	1992	Microscope Slides	500 Slides	24000	17000	1.45	20020401
3104	1	0	1982	Density Hydrometers	1 Piece	24000	17000	0.3	20020401
3118	0	0	1978	Electric Bacteriological Incubator	One Piece	29000	22000	21.6	20020401
3119	0	0	1978	Hot Air Sterilizer	One Piece	29000	22000	21.6	20020401
3148	0	0	1991	Slide Fasteners	100 Kg.	36000	29000	14.4	20020401
3205	0	0	1984	Precipitated Barium Carbonate, Technical	1 Tonne	24000	17000	7.2	20020401
3224	0	0	2002	Valve Fittings for Compressed Gas Cylinders excluding Liquefied Petroleum Gas (LPG) Cylinders	1 Valve	24000	17000	0.35	20020401
3231	0	0	1965	Electrical Relays for Power System Protection	1 Piece	30000	24000	5.8	20020401
3236	0	0	1992	Hypodermic Syringes for General Purpose	100 Syringes	24000	17000	4.35	20020401
3309	0	0	1992	Soluble Coffee-Chicory Powder	1 Kg	24000	17000	0.22	20020401
3315	0	0	1994	Evaporative Air Cooler (Desert Cooler)	One Cooler	24000	17000	7.2	20020401
3317	3	0	1999	Needles, Hypodermic	1000 Needles	24000	17000	8.65	20020401
3319	0	0	1995	Blades Surgical, Detachable (Bard Parker Type) and Handles	1000 Blades	24000	17000	8.65	20020401
3323	0	0	1980	BI-Pin Lamp Holders for Tubular Fluorescent Lamps	100 Pieces	36000	29000	2.9	20020401
3383	0	0	1982	Wettable Sulphur Powder	One Tonne	24000	17000	28.8	20020401
3384	0	0	1986	Bituminous Primer	One Kilo Litre/Kg	24000	17000	43.2	20020401
3389	0	0	1994	Urea Formaldehyde Moulding Materials	1 Tonne	24000	17000	21.6	20020401
3390	0	0	1988	Sphygmomanometers, Mercurial	1 Meter	24000	17000	2.9	20020401
3419	0	0	1989	Fittings for Rigid Non-Metallic conduits	100 Pieces	26000	18000	0.45	20020401

1	2	3	4	5	6	7	8	9	10
3438	0	0	1994	Silvered Glass Mirror for General Purposes	Ten Sq. Metre	24000	17000	0.25	20020401
3450	0	0	1994	Carbon Papers for Hand Writing	1 Box of 100 Sheets	24000	17000	0.3	20020401
3461	0	0	1980	P.V.C. (Vinyl) Asbestos Floor Tiles	One Sq. Metres	29000	22000	0.22	20020401
3462	0	0	1986	Unbacked Flexible PVC Flooring	One Sq. Metre	29000	22000	0.22	20020401
3521	0	0	1999	Industrial Safety Belts and Harnesses	1 Piece	24000	17000	0.75	20020401
3575	0	0	1993	Bitumen Drums	One Piece	29000	22000	0.15	20020401
3584	0	0	1984	Camphor, Technical Grade	1 Tonne	29000	22000	288	20020401
3623	0	0	1978	Guide and Rubbing Ropes	1 Tonne	27000	20000	21.6	20020401
3626	0	0	1978	Locked Oil Winding Ropes	One Tonne	27000	20000	72	20020401
3637	0	0	1966	Gas Operated Relays	1 Piece	30000	24000	14.4	20020401
3686	0	0	1966	Student-type Microscope	1 Piece	24000	17000	2.9	20020401
3702	0	0	1989	Vaccum Flasks (Refills)	100 Refills	24000	17000	2.9	20020401
3725	0	0	1966	Resistance Wires, Tapes and Strips for Heating Elements	1 Kg	24000	17000	1.45	20020401
3735	0	0	1996	Canvas Shoe Rubber Sole	1 Pair	30000	24000	0.3	20020401
3736	0	0	1995	Canvas Boots, Rubber Sole	1 Pair	30000	24000	0.3	20020401
3745	0	0	1978	Yoke Type Valve Connections for Small Medical Gas Cylinders	1 Valve	24000	17000	0.35	20020401
3811	0	0	1988	Rum	100 Litre	24000	17000	7.2	20020401
3818	0	0	1992	Continuous (Piano) Hinges	100 Pieces	24000	17000	7.2	20020401
3829	1	0	1978	Horizontal Cylindrical and Horizontal Rectangular Steam Sterilizer, Pressure Type (For Hospital & Pharmaceutical use)	1 Sterilizer	24000	17000	86.4	20020401

[No. CMD-IV/13 : 10]

BALWANT RAI, Dy. Director General (Marks)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 27 अगस्त, 2004

का.आ. 2265.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की नीचे दी गई अनुसूची में यथा उल्लिखित तारीखों की अधिसूचना संख्या का.आ. द्वारा उन अधिसूचनाओं से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया था;

और केन्द्रीय सरकार ने, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमियों में जो सभी विल्लंगनों से मुक्त, उपयोग का अधिकार इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित किया था;

और सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दी है कि पेट्रोलियम उत्पादों के परिवहन के प्रयोजन के लिए उत्तर प्रदेश राज्य में सहारनपुर से नजीबाबाद तक उत्तरांचल राज्य में जिला हरिद्वार होते हुए, उक्त भूमि में पाइपलाइन बिछाई जा चुकी है, अतः भूमि के बारे में जिसका संक्षिप्त विवरण इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट किया गया है, ऐसे प्रचालन को समाप्त किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1963 के नियम 4 के स्पष्टीकरण-1 के अधीन अपेक्षानुसार उक्त अनुसूची के स्तंभ 6 में उल्लिखित तारीखों को प्रचालन की समाप्ति की तारीखों के रूप में घोषित करती है।

अनुसूची

क्र.आ. सं. एवं तारीख	ग्राम	तहसील	जिला	राज्य	प्रचालन की समाप्ति की तारीख	
1	2	3	4	5	6	
3777	7-12-2002	घोसीपुरा	नकुड़	सहारनपुर	उत्तर प्रदेश	25-06-2003
3777	7-12-2002	पिलखनी	नकुड़	सहारनपुर	उत्तर प्रदेश	27-06-2003
3777	7-12-2002	भाऊपुर	सहारनपुर	सहारनपुर	उत्तर प्रदेश	26-06-2003
3777	7-12-2002	दाबकी गूजर	सहारनपुर	सहारनपुर	उत्तर प्रदेश	30-06-2003
3777	7-12-2002	हौजखेड़ी	सहारनपुर	सहारनपुर	उत्तर प्रदेश	28-06-2003
3777	7-12-2002	हलालपुर	सहारनपुर	सहारनपुर	उत्तर प्रदेश	01-07-2003
3777	7-12-2002	दुराकोटतला	सहारनपुर	सहारनपुर	उत्तर प्रदेश	28-07-2003
3777	7-12-2002	चकदेवली	सहारनपुर	सहारनपुर	उत्तर प्रदेश	17-07-2003
3777	7-12-2002	मढ	सहारनपुर	सहारनपुर	उत्तर प्रदेश	16-07-2003
3777	7-12-2002	गोकुलपुर	सहारनपुर	सहारनपुर	उत्तर प्रदेश	16-07-2003
3777	7-12-2002	पिकी	सहारनपुर	सहारनपुर	उत्तर प्रदेश	29-07-2003
3777	7-12-2002	सरकड़ी शेख	सहारनपुर	सहारनपुर	उत्तर प्रदेश	27-07-2003
3777	7-12-2002	वाजिदपुर मजरा सरकड़ी शेख	सहारनपुर	सहारनपुर	उत्तर प्रदेश	27-07-2003
3777	7-12-2002	चाटका	सहारनपुर	सहारनपुर	उत्तर प्रदेश	01-08-2003
3777	7-12-2002	सरगथल हमीद	सहारनपुर	सहारनपुर	उत्तर प्रदेश	01-08-2003
3777	7-12-2002	नवादा	सहारनपुर	सहारनपुर	उत्तर प्रदेश	02-08-2003
3777	7-12-2002	बहरामपुर	सहारनपुर	सहारनपुर	उत्तर प्रदेश	05-08-2003
3777	7-12-2002	महीठदीनपुर	सहारनपुर	सहारनपुर	उत्तर प्रदेश	09-08-2003
3777	7-12-2002	तिवाया मुस्तहकम	सहारनपुर	सहारनपुर	उत्तर प्रदेश	05-08-2003
3777	7-12-2002	तिवाया अहतमाल	सहारनपुर	सहारनपुर	उत्तर प्रदेश	09-08-2003

1	2	3	4	5	6	7	8	9	10
3777	7-12-2002	गागलहेड़ी अहतमाल	सहारनपुर	सहारनपुर	उत्तर प्रदेश			09-08-2003	
3777	7-12-2002	गागलहेड़ी मुस्तहकम	सहारनपुर	सहारनपुर	उत्तर प्रदेश			09-08-2003	
3777	7-12-2002	बुढ़ा खेड़ा अहीर	सहारनपुर	सहारनपुर	उत्तर प्रदेश			09-08-2003	
3777	7-12-2002	लालूबांस	सहारनपुर	सहारनपुर	उत्तर प्रदेश			10-08-2003	
3777	7-12-2002	नागल	सहारनपुर	सहारनपुर	उत्तर प्रदेश			10-08-2003	
3777	7-12-2002	फिरा हेड़ी	सहारनपुर	सहारनपुर	उत्तर प्रदेश			11-08-2003	
3777	7-12-2002	लुन्डाली	सहारनपुर	सहारनपुर	उत्तर प्रदेश			11-08-2003	
3777	7-12-2002	चौरा देव	सहारनपुर	सहारनपुर	उत्तर प्रदेश			17-08-2003	

[सं. आर.-25011/22/2004-ओ. आर.-I]

रेणुका कुमार, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 27th August, 2004

S.O. 2265.—Whereas, by the notifications of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. and date as mentioned in the Schedule below issued under Sub-section (1) of Section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government acquired the right of user in the lands specified in the Schedule appended to those notifications;

And, whereas, in exercise of the powers conferred by Sub-section (4) of Section 6 of the said Act, the Central Government vested the right of user in the said land, free from all encumbrances in the Indian Oil Corporation Limited;

And, whereas, the Competent Authority has made a report to the Central Government that the pipeline for the purpose of transport of petroleum products from Saharanpur to Najibabad in the State of Uttar Pradesh through District Haridwar in the state of Uttaranchal has been laid in the said land, so the operation may be terminated in respect of the land the description of which in brief is specified in the Schedule annexed to this notification:

Now, therefore, as required under explanation-1 of Rule 4 of the Petroleum Pipelines (Acquisition of Right of User in Land) Rules, 1963, the Central Government hereby declares the dates mentioned in column 6 of the said Schedule as the dates of termination of operation.

SCHEDULE

S.O. No. and Date	Village	Tehsil	District	State	Date of termination of Operation	
1	2	3	4	5	6	
3777	7-12-2002	Ghosipura	Nakur	Saharanpur	Uttar Pradesh	25-06-2003
3777	7-12-2002	Pilkhani	Nakur	Saharanpur	Uttar Pradesh	27-06-2003
3777	7-12-2002	Bhaupur	Saharanpur	Saharanpur	Uttar Pradesh	26-06-2003
3777	7-12-2002	Dabki Gujar	Saharanpur	Saharanpur	Uttar Pradesh	30-06-2003
3777	7-12-2002	Hauz Kheri	Saharanpur	Saharanpur	Uttar Pradesh	28-06-2003
3777	7-12-2002	Halalpur	Saharanpur	Saharanpur	Uttar Pradesh	01-07-2003
3777	7-12-2002	Darakotla	Saharanpur	Saharanpur	Uttar Pradesh	28-07-2003
3777	7-12-2002	Chak Devli	Saharanpur	Saharanpur	Uttar Pradesh	17-07-2003
3777	7-12-2002	Madh	Saharanpur	Saharanpur	Uttar Pradesh	16-07-2003
3777	7-12-2002	Gokalpur	Saharanpur	Saharanpur	Uttar Pradesh	16-07-2003
3777	7-12-2002	Piki	Saharanpur	Saharanpur	Uttar Pradesh	29-07-2003
3777	7-12-2002	Sarkari Shekh	Saharanpur	Saharanpur	Uttar Pradesh	27-07-2003

	1	2	3	4	5	6
3777	7-12-2002	Wajidpur Mazra Sarkari Shekh	Saharanpur	Saharanpur	Uttar Pradesh	27-07-2003
3777	7-12-2002	Chatka	Saharanpur	Saharanpur	Uttar Pradesh	01-08-2003
3777	7-12-2002	Saragthal Hamid	Saharanpur	Saharanpur	Uttar Pradesh	01-08-2003
3777	7-12-2002	Nawada	Saharanpur	Saharanpur	Uttar Pradesh	02-08-2003
3777	7-12-2002	Balirampur	Saharanpur	Saharanpur	Uttar Pradesh	05-08-2003
3777	7-12-2002	Mohiuddinpur	Saharanpur	Saharanpur	Uttar Pradesh	09-08-2003
3777	7-12-2002	Tiwaya Mustahkam	Saharanpur	Saharanpur	Uttar Pradesh	05-08-2003
3777	7-12-2002	Tiwaya Ahtmal	Saharanpur	Saharanpur	Uttar Pradesh	09-08-2003
3777	7-12-2002	Gagalheri Ahtmal	Saharanpur	Saharanpur	Uttar Pradesh	09-08-2003
3777	7-12-2002	Gagalheri Mustahkam	Saharanpur	Saharanpur	Uttar Pradesh	09-08-2003
3777	7-12-2002	Budhakhera Aheer	Saharanpur	Saharanpur	Uttar Pradesh	09-08-2003
3777	7-12-2002	Lalubaans	Saharanpur	Saharanpur	Uttar Pradesh	10-08-2003
3777	7-12-2002	Nagal	Saharanpur	Saharanpur	Uttar Pradesh	10-08-2003
3777	7-12-2002	Firaheri	Saharanpur	Saharanpur	Uttar Pradesh	11-08-2003
3777	7-12-2002	Lundhali	Saharanpur	Saharanpur	Uttar Pradesh	11-08-2003
3777	7-12-2002	Chauradev	Saharanpur	Saharanpur	Uttar Pradesh	17-08-2003

[No. R-25011/22/2004-OR-I]

RENUKA KUMAR, Under Secy.

नई दिल्ली, 27 अगस्त, 2004

का.आ. 2266.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की नीचे दी गई अनुसूची में यथा उल्लिखित तारीखों की अधिसूचना संख्या का.आ. द्वारा उन अधिसूचनाओं से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया था;

और केन्द्रीय सरकार ने, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमियों में जो सभी विल्लंगमों से मुक्त, उपयोग का अधिकार इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित किया था;

और सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दी है कि पेट्रोलियम उत्पादों के परिवहन के प्रयोजन के लिए उत्तर प्रदेश राज्य में सहारनपुर से नजीबाबाद तक उत्तरांचल राज्य में जिला हरिद्वार होते हुए, उक्त भूमि में पाइपलाइन बिछाई जा चुकी है, अतः भूमि के बारे में जिसका संक्षिप्त विवरण इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट किया गया है, ऐसे प्रचालन को समाप्त किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1963 के नियम 4 के स्पष्टीकरण-1 के अधीन अपेक्षानुसार उक्त अनुसूची के स्तंभ 6 में उल्लिखित तारीखों को प्रचालन की समाप्ति की तारीखों के रूप में घोषित करती है।

अनुसूची

क्र.आ. सं. एवं तारीख	गांव	तहसील	जिला	राज्य	प्रचालन की समाप्ति की तारीख	
1	2	3	4	5	6	
215	18-01-03	लालपुर शोजीमल अहतमाली	नजीबाबाद	बिजनौर	उत्तर प्रदेश	06-12-2003
215	18-01-03	लालपुर शोजीमल बिला एहतमाली	नजीबाबाद	बिजनौर	उत्तर प्रदेश	14-11-2003

1	2	3	4	5	6
215	18-01-03	शरीफपुर बांगर एहतमाली	नजीबाबाद	बिजनौर	उत्तर प्रदेश 13-11-2003
215	18-01-03	शरीफपुर बांगर बिला एहतमाली	नजीबाबाद	बिजनौर	उत्तर प्रदेश 06-12-2003
215	18-01-03	केशोपुर	नजीबाबाद	बिजनौर	उत्तर प्रदेश 14-11-2003
215	18-01-03	पिरथीपुर	नजीबाबाद	बिजनौर	उत्तर प्रदेश 16-11-2003
215	18-01-03	सादुल्ला नगर	नजीबाबाद	बिजनौर	उत्तर प्रदेश 14-11-2003
215	18-01-03	खैरपुर जालिका	नजीबाबाद	बिजनौर	उत्तर प्रदेश 11-11-2003
215	18-01-03	डूंगरपुर	नजीबाबाद	बिजनौर	उत्तर प्रदेश 14-11-2003
215	18-01-03	तेली नगली	नजीबाबाद	बिजनौर	उत्तर प्रदेश 15-11-2003
215	18-01-03	महमसापुर	नजीबाबाद	बिजनौर	उत्तर प्रदेश 07-11-2003
215	18-01-03	सौफतपुर	नजीबाबाद	बिजनौर	उत्तर प्रदेश 16-11-2003
215	18-01-03	चमरौला	नजीबाबाद	बिजनौर	उत्तर प्रदेश 16-11-2003
215	18-01-03	नूरमपुर	नजीबाबाद	बिजनौर	उत्तर प्रदेश 21-11-2003
215	18-01-03	हरेवली	नजीबाबाद	बिजनौर	उत्तर प्रदेश 22-11-2003
215	18-01-03	हरनाथपुर	नजीबाबाद	बिजनौर	उत्तर प्रदेश 24-11-2003
215	18-01-03	शेरपुर अभि	नजीबाबाद	बिजनौर	उत्तर प्रदेश 05-12-2003
215	18-01-03	राजपुर नवादा	नजीबाबाद	बिजनौर	उत्तर प्रदेश 24-11-2003
215	18-01-03	सिकरौड़ा	नजीबाबाद	बिजनौर	उत्तर प्रदेश 26-11-2003
215	18-01-03	हररायपुर	नजीबाबाद	बिजनौर	उत्तर प्रदेश 10-11-2003
215	18-01-03	मुस्सेपुर	नजीबाबाद	बिजनौर	उत्तर प्रदेश 30-11-2003
215	18-01-03	शेखपुरा आलम	नजीबाबाद	बिजनौर	उत्तर प्रदेश 14-11-2003
215	18-01-03	नगला सेम्बल	नजीबाबाद	बिजनौर	उत्तर प्रदेश 02-12-2003
215	18-01-03	कलहेड़ी एहतमाली	नजीबाबाद	बिजनौर	उत्तर प्रदेश 14-11-2003
215	18-01-03	नगला हरदास	नजीबाबाद	बिजनौर	उत्तर प्रदेश 29-11-2003
215	18-01-03	नरायनपुर इच्छा बिला एहतमाली	नजीबाबाद	बिजनौर	उत्तर प्रदेश 02-12-2003
215	18-01-03	नरायनपुर इच्छा एहतमाली	नजीबाबाद	बिजनौर	उत्तर प्रदेश 29-11-2003
215	18-01-03	हकीमपुर दिसौन्दी अहतमाली	नजीबाबाद	बिजनौर	उत्तर प्रदेश 29-11-2003
215	18-01-03	मौहम्मद अलीपुर हृदय अहतमाली	नजीबाबाद	बिजनौर	उत्तर प्रदेश 28-11-2003

	1	2	3	4	5	6
215	18-01-03	अलीपुरा अहतमाली	नजीबाबाद	बिजनौर	उत्तर प्रदेश	30-11-2003
215	18-01-03	किशोरपुर एहतमाली	नजीबाबाद	बिजनौर	उत्तर प्रदेश	30-11-2003
215	18-01-03	हरसुवाड़ा बिला एहतमाली	नजीबाबाद	बिजनौर	उत्तर प्रदेश	14-12-2003
215	18-01-03	राहुखेड़ी कौरा	नजीबाबाद	बिजनौर	उत्तर प्रदेश	16-12-2003

[सं. आर.-25011/22/2004-ओ. आर. 1]

रेणुका कुमार, अवर सचिव

New Delhi, the 27th August, 2004

S.O. 2266.—Whereas, by the notifications of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. and date as mentioned in the Schedule below issued under Sub-section (1) of Section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government acquired the right of user in the lands specified in the Schedule appended to those notifications;

And, whereas, in exercise of the powers conferred by Sub-section (4) of Section 6 of the said Act, the Central Government vested the right of user in the said land, free from all encumbrances in the Indian Oil Corporation Limited;

And, whereas, the Competent Authority has made a report to the Central Government that the pipeline for the purpose of transport of petroleum products from Saharanpur to Najibabad in the state of Uttar Pradesh through District Haridwar in the state of Uttaranchal has been laid in the said land, so the operation may be terminated in respect of the land the description of which in brief is specified in the Schedule annexed to this notification;

Now, therefore, as required under explanation-1 of rule 4 of the Petroleum Pipelines (Acquisition of Right of User in Land) Rules, 1963, the Central Government hereby declares the dates mentioned in column 6 of the said Schedule as the dates of termination of operation.

SCHEDULE

S.O. No. and Date	Village	Tehsil	District	State	Date of termination of operation	
1	2	3	4	5	6	
215	18-01-03	Lapur Soujimal Ahtnali	Najibabad	Bijnor	Uttar Pradesh	06-12-2003
215	18-01-03	Lapur Soujimal Ahtnali	Najibabad	Bijnor	Uttar Pradesh	14-11-2003
215	18-01-03	Sharifpur Bangar Ahtnali	Najibabad	Bijnor	Uttar Pradesh	13-11-2003
215	18-01-03	Sharifpur Bangar Bila Ahtnali	Najibabad	Bijnor	Uttar Pradesh	06-12-2003
215	18-01-03	Keshopur	Najibabad	Bijnor	Uttar Pradesh	14-12-2003
215	18-01-03	Prithipur	Najibabad	Bijnor	Uttar Pradesh	16-11-2003
215	18-01-03	Sadullanagar	Najibabad	Bijnor	Uttar Pradesh	14-11-2003
215	18-01-03	Khairpur Jalika	Najibabad	Bijnor	Uttar Pradesh	11-11-2003
215	18-01-03	Dungarpur	Najibabad	Bijnor	Uttar Pradesh	14-11-2003
215	18-01-03	Taili Nagli	Najibabad	Bijnor	Uttar Pradesh	15-11-2003

1	2	3	4	5	6
215	18-01-03	Mahamsapur	Najibabad	Bijnor	Uttar Pradesh 07-11-2003
215	18-01-03	Saufatpur	Najibabad	Bijnor	Uttar Pradesh 16-11-2003
215	18-01-03	Chamraula	Najibabad	Bijnor	Uttar Pradesh 16-11-2003
215	18-01-03	Noorampur	Najibabad	Bijnor	Uttar Pradesh 21-11-2003
215	18-01-03	Harevali	Najibabad	Bijnor	Uttar Pradesh 22-11-2003
215	18-01-03	Harnathpur	Najibabad	Bijnor	Uttar Pradesh 24-11-2003
215	18-01-03	Sherpur Abhi	Najibabad	Bijnor	Uttar Pradesh 05-12-2003
215	18-01-03	Rajpur Navada	Najibabad	Bijnor	Uttar Pradesh 24-11-2003
215	18-01-03	Sikrouda	Najibabad	Bijnor	Uttar Pradesh 26-11-2003
215	18-01-03	Harraipur	Najibabad	Bijnor	Uttar Pradesh 10-11-2003
215	18-01-03	Mussepur	Najibabad	Bijnor	Uttar Pradesh 30-11-2003
215	18-01-03	Shekhpura Alam	Najibabad	Bijnor	Uttar Pradesh 14-11-2003
215	18-01-03	Nagla Sembal	Najibabad	Bijnor	Uttar Pradesh 02-12-2003
215	18-01-03	Kalheri Ahtamal	Najibabad	Bijnor	Uttar Pradesh 14-11-2003
215	18-01-03	Nangla Hardas	Najibabad	Bijnor	Uttar Pradesh 29-11-2003
215	18-01-03	Narayanpur Inchha Bila Ahtamali	Najibabad	Bijnor	Uttar Pradesh 02-12-2003
215	18-01-03	Narayanpur Inchha Ahtamali	Najibabad	Bijnor	Uttar Pradesh 29-11-2003
215	18-01-03	Hakimpur Disondhi Ahtamali	Najibabad	Bijnor	Uttar Pradesh 29-11-2003
215	18-01-03	Mohamad Alipur Hridey Ahtamali	Najibabad	Bijnor	Uttar Pradesh 28-11-2003
215	18-01-03	Alipur Ahtamali	Najibabad	Bijnor	Uttar Pradesh 30-11-2003
215	18-01-03	Kishorpur Ahtamali	Najibabad	Bijnor	Uttar Pradesh 30-11-2003
215	18-01-03	Harsuvada Bila Ahtamali	Najibabad	Bijnor	Uttar Pradesh 14-12-2003
215	18-01-03	Rahu Kheri Kaura	Najibabad	Bijnor	Uttar Pradesh 16-12-2003

[No. R-25011/22/2004-OR-I]

RENUKA KUMAR, Under Secy.

नई दिल्ली, 27 अगस्त, 2004

का.आ. 2267.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की नीचे दी गई अनुसूची में यथा उल्लिखित तारीखों की अधिसूचना संख्या का.आ. द्वारा उन अधिसूचनाओं से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया था;

और केन्द्रीय सरकार ने, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमियों में जो सभी विल्लंगनों से मुक्त, उपयोग का अधिकार इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित किया था;

और सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दी है कि पेट्रोलियम उत्पादों के परिवहन के प्रयोजन के लिए उत्तर प्रदेश राज्य में सहारनपुर से नजीबाबाद तक उत्तरांचल राज्य में जिला हरिद्वार होते हुए, उक्त भूमि में पाइपलाइन बिछाई जा चुकी हैं, अतः उस भूमि के बारे में जिसका संक्षिप्त विवरण इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट किया गया है, ऐसे प्रचालन को समाप्त किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1963 के नियम 4 के स्पष्टीकरण-1 के अधीन अपेक्षानुसार उक्त अनुसूची के स्तंभ 6 में उल्लिखित तारीखों को प्रचालन की समाप्ति की तारीखों के रूप में घोषित करती है।

अनुसूची

क्र.आ. सं. एवं तारीख	ग्राम	तहसील	जिला	राज्य	प्रचालन की समाप्ति की तारीख	
1	2	3	4	5	6	
222	18-01-03	सिरचन्दी	रुड़की	हरिद्वार	उत्तरांचल	24-08-2003
222	18-01-03	डाडली	रुड़की	हरिद्वार	उत्तरांचल	23-08-2003
222	18-01-03	चुडियाला मोहनपुर	रुड़की	हरिद्वार	उत्तरांचल	25-08-2003
222	18-01-03	सरठेड़ी शाहजहांपुर	रुड़की	हरिद्वार	उत्तरांचल	28-08-2003
222	18-01-03	बालेकी युसुफपुर	रुड़की	हरिद्वार	उत्तरांचल	29-08-2003
222	18-01-03	अमरपुर काजी	रुड़की	हरिद्वार	उत्तरांचल	01-09-2003
222	18-01-03	खाता खेड़ी	रुड़की	हरिद्वार	उत्तरांचल	13-09-2003
222	18-01-03	पाडली गन्दा	रुड़की	हरिद्वार	उत्तरांचल	14-09-2003
222	18-01-03	बन्दाखेड़ी	रुड़की	हरिद्वार	उत्तरांचल	12-09-2003
222	18-01-03	इकबालपुर कमेलपुर	रुड़की	हरिद्वार	उत्तरांचल	13-09-2003
222	18-01-03	सफरपुर	रुड़की	हरिद्वार	उत्तरांचल	15-09-2003
222	18-01-03	बलेलपुर मजरा पनियाला चन्दापुर	रुड़की	हरिद्वार	उत्तरांचल	10-09-2003
222	18-01-03	पनियाला चन्दापुर	रुड़की	हरिद्वार	उत्तरांचल	20-09-2003
222	18-01-03	पाडली गूजर	रुड़की	हरिद्वार	उत्तरांचल	13-11-2003
222	18-01-03	मोहनपुर मौहम्मदपुर	रुड़की	हरिद्वार	उत्तरांचल	04-10-2003
222	18-01-03	आसिफनगर	रुड़की	हरिद्वार	उत्तरांचल	18-01-2004
222	18-01-03	तलहेड़ी	रुड़की	हरिद्वार	उत्तरांचल	04-10-2003
222	18-01-03	बिंझौली	रुड़की	हरिद्वार	उत्तरांचल	06-11-2003
222	18-01-03	भगवानपुर चन्दनपुर	रुड़की	हरिद्वार	उत्तरांचल	10-11-2003
222	18-01-03	लन्ढौरा	रुड़की	हरिद्वार	उत्तरांचल	12-11-2003
222	18-01-03	खेमपुर	रुड़की	हरिद्वार	उत्तरांचल	12-11-2003
222	18-01-03	थथौला	रुड़की	हरिद्वार	उत्तरांचल	11-11-2003
223	18-01-03	माजरी अकबरपुर	लक्सर	हरिद्वार	उत्तरांचल	19-01-2004
223	18-01-03	रसूलपुर बक्काल अहतमाल	लक्सर	हरिद्वार	उत्तरांचल	22-12-2003
223	18-01-03	रसूलपुर बक्काल मुरतहकम	लक्सर	हरिद्वार	उत्तरांचल	15-11-2003
223	18-01-03	कुंवा खेड़ा	लक्सर	हरिद्वार	उत्तरांचल	14-12-2003
223	18-01-03	भूरनी खतीरपुर	लक्सर	हरिद्वार	उत्तरांचल	15-12-2003
223	18-01-03	भुरना	लक्सर	हरिद्वार	उत्तरांचल	12-12-2003

	1	2	3	4	5	6
223	18-01-03	शेखपुरी खादर	लक्सर	हरिद्वार	उत्तरांचल	27-12-2003
223	18-01-03	दाबकी खुर्द	लक्सर	हरिद्वार	उत्तरांचल	19-12-2003
223	18-01-03	खेड़ी मुबारकपुर	लक्सर	हरिद्वार	उत्तरांचल	13-12-2003
223	18-01-03	नसरुल्लापुर खादर	लक्सर	हरिद्वार	उत्तरांचल	14-01-2004
223	18-01-03	अकोड़ा औरंगजेबपुर	लक्सर	हरिद्वार	उत्तरांचल	20-12-2003
223	18-01-03	खड्गजा कुतुबपुर	लक्सर	हरिद्वार	उत्तरांचल	23-12-2003
223	18-01-03	खेड़ी खुर्द	लक्सर	हरिद्वार	उत्तरांचल	13-12-2003
223	18-01-03	मुन्डा खेड़ा खुर्द	लक्सर	हरिद्वार	उत्तरांचल	28-11-2003
223	18-01-03	अकौड़ा कुकरमतपुर	लक्सर	हरिद्वार	उत्तरांचल	18-12-2003
223	18-01-03	कुड़ी	लक्सर	हरिद्वार	उत्तरांचल	03-01-2004
223	18-01-03	दरगाहपुर	लक्सर	हरिद्वार	उत्तरांचल	06-12-2003
223	18-01-03	रायसी	लक्सर	हरिद्वार	उत्तरांचल	03-01-2004
223	18-01-03	हबीबपुर कुड़ी	लक्सर	हरिद्वार	उत्तरांचल	03-01-2004
223	18-01-03	मन्सुरपुर उर्फ कपूरों	लक्सर	हरिद्वार	उत्तरांचल	21-12-2003

[सं. आर.-25011/22/2004-ओ. आर. 1]

रेणुका कुमार, अवर सचिव

New Delhi, the 27th August, 2004

S.O. 2267.—Whereas, by the notifications of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. and date as mentioned in the Schedule below issued under Sub-section (1) of Section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government acquired the right of user in the lands specified in the Schedule appended to those notifications;

And, whereas, in exercise of the powers conferred by Sub-section (4) of Section 6 of the said Act, the Central Government vested the right of user in the said land, free from all encumbrances in the Indian Oil Corporation Limited;

And, whereas, the Competent Authority has made a report to the Central Government that the pipeline for the purpose of transport of petroleum products from Saharanpur to Najibabad in the State of Uttar Pradesh through District Haridwar in the State of Uttaranchal has been laid in the said land, so the operation may be terminated in respect of the land the description of which in brief is specified in the Schedule annexed to this notification;

Now, therefore, as required under explanation-1 of Rule 4 of the Petroleum Pipelines (Acquisition of Right of User in Land) Rules, 1963, the Central Government hereby declares the dates mentioned in column 6 of the said Schedule as the dates of termination of operation.

SCHEDULE

S.O. No. and Date	Village	Tehsil	District	State	Date of termination of Operation	
1	2	3	4	5	6	
222	18-01-03	Sirchandi	Roorkee	Haridwar	Uttaranchal	24-08-2003
222	18-01-03	Dadli	Roorkee	Haridwar	Uttaranchal	23-08-2003
222	18-01-03	Chudiala Mohanpur	Roorkee	Haridwar	Uttaranchal	25-08-2003
222	18-01-03	Sarthedi Shahjahanpur	Roorkee	Haridwar	Uttaranchal	28-08-2003
222	18-01-03	Baleki Yusufpur	Roorkee	Haridwar	Uttaranchal	29-08-2003

	1	2	3	4	5	6
222	18-01-03	Amarpur Kazi	Roorkee	Haridwar	Uttaranchal	01-09-2003
222	18-01-03	Khatakhedi	Roorkee	Haridwar	Uttaranchal	13-09-2003
222	18-01-03	Padli Ganda	Roorkee	Haridwar	Uttaranchal	14-09-2003
222	18-01-03	Banda Khedi	Roorkee	Haridwar	Uttaranchal	12-09-2003
222	18-01-03	Ikbulpur Kamelpur	Roorkee	Haridwar	Uttaranchal	13-09-2003
222	18-01-03	Safarpur	Roorkee	Haridwar	Uttaranchal	15-09-2003
222	18-01-03	Belalpur Majra	Roorkee	Haridwar	Uttaranchal	10-09-2003
		Paniyala Chandapur				
222	18-01-03	Paniyala Chandapur	Roorkee	Haridwar	Uttaranchal	20-09-2003
222	18-01-03	Padli Gujar	Roorkee	Haridwar	Uttaranchal	13-11-2003
222	18-01-03	Mohanpur	Roorkee	Haridwar	Uttaranchal	04-10-2003
		Mohammadpur				
222	18-01-03	Asifnagar	Roorkee	Haridwar	Uttaranchal	18-01-2004
222	18-01-03	Talhedi	Roorkee	Haridwar	Uttaranchal	04-10-2003
222	18-01-03	Bijhauili	Roorkee	Haridwar	Uttaranchal	06-11-2003
222	18-01-03	Bhagwanpur	Roorkee	Haridwar	Uttaranchal	10-11-2003
		Chandanpur				
222	18-01-03	Landhaura	Roorkee	Haridwar	Uttaranchal	12-11-2003
222	18-01-03	Khempur	Roorkee	Haridwar	Uttaranchal	12-11-2003
222	18-01-03	Thathaula	Roorkee	Haridwar	Uttaranchal	11-11-2003
223	18-01-03	Majri Akbarpur	Laksar	Haridwar	Uttaranchal	19-01-2004
223	18-01-03	Rasulpur Bakkal	Laksar	Haridwar	Uttaranchal	22-12-2003
		Ehatmal				
223	18-01-03	Rasulpur Bakkal	Laksar	Haridwar	Uttaranchal	15-11-2003
		Mustahkam				
223	18-01-03	Kuwakheda	Laksar	Haridwar	Uttaranchal	14-12-2003
223	18-01-03	Bhurni Khatirpur	Laksar	Haridwar	Uttaranchal	15-12-2003
223	18-01-03	Bhurna	Laksar	Haridwar	Uttaranchal	12-12-2003
223	18-01-03	Sheikhpuri Khadar	Laksar	Haridwar	Uttaranchal	27-01-2003
223	18-01-03	Dabki Khurd	Laksar	Haridwar	Uttaranchal	19-11-2003
223	18-01-03	Khedi Mubarakpur	Laksar	Haridwar	Uttaranchal	13-12-2003
223	18-01-03	Nasrullapur Khaddar	Laksar	Haridwar	Uttaranchal	14-01-2004
223	18-01-03	Akodha	Laksar	Haridwar	Uttaranchal	20-12-2003
		Aurangzebpur				
223	18-01-03	Khadanja Kutubpur	Laksar	Haridwar	Uttaranchal	23-12-2003
223	18-01-03	Khedi Khurd	Laksar	Haridwar	Uttaranchal	13-12-2003
223	18-01-03	Munda Kheda Khurd	Laksar	Haridwar	Uttaranchal	28-11-2003
223	18-01-03	Akoda Mukarmatpur	Laksar	Haridwar	Uttaranchal	18-12-2003
223	18-01-03	Kudi	Laksar	Haridwar	Uttaranchal	03-01-2004
223	18-01-03	Durgahpur	Laksar	Haridwar	Uttaranchal	06-12-2003
223	18-01-03	Raisi	Laksar	Haridwar	Uttaranchal	03-01-2004
223	18-01-03	Habibpur Kudi	Laksar	Haridwar	Uttaranchal	03-01-2004
223	18-01-03	Mansoorpur	Laksar	Haridwar	Uttaranchal	21-12-2003
		Urf Kapuron				

[No. R-25011/22/2004-OR-II]

RENUKA KUMAR, Under Secy.

नई दिल्ली, 3 सितम्बर, 2004

का. आ. 2268.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि राजस्थान राज्य में धन्डेवाला-गमनेवाला आरएसईबी रामगढ़, जैसलमेर पाइपलाइन परियोजना तक पेट्रोलियम गैस के परिवहन के लिए गेल (इंडिया) लिमिटेड द्वारा, एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में, श्री अन्तर सिंह नेहरा, सक्षम प्राधिकारी, गेल (इंडिया) लिमिटेड, सी-6, 107 कमल अपार्टमेन्ट, सवाई जयसिंह हाइवे, बनी पार्क, जयपुर (राजस्थान) को लिखित रूप में आपेक्ष भेज सकेगा।

अनुसूची

जिला	तहसील	गाँव	सर्वे नं.	आर.ओ.यू. अर्जित करने के लिए क्षेत्रफल (हेक्टेयर में)
1	2	3	4	5
जैसलमेर	रामगढ़ द्वितीय उपनिवेश	2-बी.आर.एम.	153/28	0.0240
		94-एल.एल.बी.	132/39	1.8720
		5-बी.टी.एम.	132/38	0.1920
			132/11	0.0480
			132/2	0.0480
			112/58	1.5600
			112/42	0.0240
			कुल	1.8720
		5, 6-बी.टी.एम.	132/12	1.9440
			132/3	1.8960
			कुल	3.8400

1	2	3	4	5
जैसलमेर	रामगढ़ द्वितीय उपनिवेश	जी.डब्ल्यू.एम.	330	0.2400
			339	3.9120
			346	0.4080
			कुल	4.5600
		10-एन.टी.एम.ए.	49/62	1.6320
		4-जी.डब्ल्यू.एम.	49/61	0.7200
			49/53	1.2720
			49/52	1.0560
			49/44	0.9120
			49/43	1.3920
			49/35	0.6000
			कुल	5.9520
		12-जी.डब्ल्यू.एम.	228/43	0.7200
			228/36	1.6320
			228/28	1.6320
			कुल	3.9840
		1-जी.डब्ल्यू.एम.	228/20	0.6240
		10-जी.डब्ल्यू.एम.	8/45	1.0080

[फा. सं. एल-14014/6/2003-जी.पी.]

एस० बी० मण्डल, अवर सचिव

New Delhi, the 3rd September, 2004

S.O. 2268.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum gas from Dhandewala-Gamanewala RSEB Ramgarh, Jaisalmer pipeline project in the State of Rajasthan, a pipeline should be laid by the GAIL (India) Limited;

And, whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification issued under Sub-

section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public object in writing to the laying of the pipeline under the land to the Sh. A.S. Nehra, Competent Authority, GAIL (India) Limited, C-6, 107 Kamal Apartment, Swai Jaisingh Highway, Bani Park, Jaipur (Rajasthan).

SCHEDULE

District	Tehsil	Village	Survey No.	Area to be acquired for ROU (in Hectares)
1	2	3	4	5
Jaisalmer	Ramgarh II	2-BRM	153/28	0.0240
	Colonization			
		94-LLB	132/39	1.8720
		5-BTM	132/38	0.1920
			132/11	0.0480
			132/2	0.0480
			112/58	1.5600
			112/42	0.0240
		TOTAL		1.8720
		5, 6-BTM	132/12	1.9440
			132/3	1.8960
		TOTAL		3.8400
		GWM Netasi	330	0.2400
			339	3.9120
			346	0.4080
		TOTAL		4.5600
		10-NTMA	49/62	1.6320
		4-GWM	49/61	0.7200
			49/53	1.2720
			49/52	1.0560
			49/44	0.9120
			49/43	1.3920
			49/35	0.6000
		TOTAL		5.9520

1	2	3	4	5
Jaisalmer	Ramgarh II	12-GWM	228/43	0.7200
	Colonization			
			228/36	1.6320
			228/28	1.6320
		TOTAL		3.9840
		1-GWSM	228/20	0.6240
		10-GWM	8/45	1.0080

[F. No. L-14014/6/2003-GP.]

S. B. MANDAL, Under Secy.

नई दिल्ली, 3 सितम्बर, 2004

का. आ. 2269.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 1431 तारीख, 13 मई, 2003 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गेल (इण्डिया) लिमिटेड द्वारा राजस्थान राज्य में धन्डेवाला-गमनेवाला, आरएसईबी रामगढ़ जैसलमेर परियोजना के माध्यम से प्राकृतिक गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्रित अधिसूचना की प्रतियां जनता को तारीख 30 जून, 2003 तक उपलब्ध करा दी गई थीं।

और पाइपलाइन बिछाने के सम्बन्ध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अननुज्ञात कर दिया गया है;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि में पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निदेश देती है कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख को, केन्द्रीय सरकार में निहित होने के बजाए, पाइपलाइन बिछाने का प्रस्ताव करने वाली गेल (इंडिया) लिमिटेड में

निहित होगा और तदुपरि, भूमि में ऐसे उपयोग का अधिकारी, इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुए, सभी विल्लंगमों से मुक्त, गेल (इण्डिया) लिमिटेड में निहित होगा।

अनुसूची

जिला	तहसील	गाँव	खसरा नं.	आ.ओ.यू. हेतु अप्राप्त योग्य रकबा (हेक्टेयर में)
1	2	3	4	5
जैसलमेर	रामगढ़ द्वितीय उपनिवेश	रामगढ़	4423	3.1200
			4425	0.2880
			4424	0.0480
			4426	0.0960
			4427	0.6000
			4428	0.1200
			4429	2.4000
			रास्ता	0.0960
			4473	0.5040
			4478	1.2720
			4478	0.6720
			4430	0.1920
			रास्ता	0.1920
			4479	0.8640
			4481	3.6000
			4482	0.2400
			3836	0.0960
			3835	2.6400
			3844	0.2160
			3845	0.2880
			3834	0.1440
			3831	0.1680
			3830	1.8720
			3820	1.8720
			3821	1.8240
			3807	0.0720
			3782	1.5360
			3792	0.0240
			3805	0.0240
			3806	0.2400
			3796	0.1200
			3797	3.4560
			3743	0.0240
			3750	0.1200

1	2	3	4	5
जैसलमेर	रामगढ़ द्वितीय उपनिवेश	रामगढ़	37440.	3840
			3795	0.0240
			3665/5173	0.2880
			3744/5170	0.2880
			3745	2.7360
			रास्ता	0.0720
			3733	0.3600
			3732	1.2000
			3731	3.3120
			3706	0.9120
			3709	3.6960
			3708	0.4800
			3523	3.8400
			रास्ता	0.0480
			3524	0.2280
			रास्ता	0.0720
			3501	1.0360
			3525	0.0960
			3502/5165	3.2160
			रास्ता	0.0960
			3503	1.8720
			3504/5164	1.6800
			3519	3.0720
			रास्ता	0.0960
			3533	0.0720
			3520	0.4800
			3534	0.0480
			3507/5162	0.3360
			3518	0.2880
			3547/5161	0.3360
			3555	0.1920
			3555(नल्ल)	1.7760
			3556(नल्ल)	1.2480
			योग	61.9200
		3,4 बी० आर०एम०	153/29	0.9840
			21	0.2400
			20	1.7760
			12	0.4320
			15	1.5360

1	2	3	4	5	1	2	3	4	5
जैसलमेर	रामगढ़ द्वितीय	3,4 बी०	3	0.8400	जैसलमेर	रामगढ़ द्वितीय	8 बी०टी०एम०	91/62	1.8000
	उपनिवेशन	आर०एम०	2	1.1280		उपनिवेशन		61	0.3600
			133/58	1.1520				53	1.8240
			57	0.8160				योग	3.9840
			49	1.4880			6 एन०टी०एम०	91/52	0.2880
			132/56	0.5280				44	1.8480
			48	1.6800				43	0.2400
			47	0.3840				36	0.0240
			योग	12.9840				35	1.9200
								34	0.1920
		6 बी०टी०एम०	31	0.0480				योग	4.5120
			30	1.8960			7,9 एन०टी०एम०	91/27	0.0240
			29	0.0960				26	1.9440
			22	0.0960				25	0.1680
			21	1.9440				18	0.0480
			20	0.0960				17	1.7520
			13	0.1200				90/24	0.7680
			4	0.1440				16	1.1280
			112/59	0.1920				योग	5.8320
			50	1.4160			10 एन०टी०एम०	90/15	1.3920
			49	0.2160				7	0.4560
			41	1.7520				6	1.8240
			33	1.1760				70/62	0.4320
			योग	9.1920				61	1.4880
		7 बी०टी०एम०	11/40	0.5520				53	1.3920
			32	1.7520				52	0.3120
			24	0.8400				45	0.0240
			23	0.8640				44	1.7760
			15	1.7520				36	0.8640
			7	0.4320				35	1.1520
			6	1.3440				27	0.8400
			योग	7.5360				26	1.4400
								18	0.5040
								17	1.8240
								69/24	0.0240
								योग	15.7440

1	2	3	4	5
जैसलमेर	रामगढ़ द्वितीय उपनिवेशन	गम्नेवाला	228/59	1.5360
			228/51	1.6320
			228/44	0.9120
			228/21	1.0080
			228/13	0.9600
			योग	6.0480
जैसलमेर	रामगढ़ द्वितीय उपनिवेशन	6.7 जी०डब्ल्यू०एम०	49/34	1.7040
			26	0.3360
			25	1.8720
			17	0.0960
			48/32	0.1200
			24	1.6320
			16	1.5600
			48/15	0.0240
			48/8	0.3360
			योग	7.6800
जैसलमेर	रामगढ़ द्वितीय उपनिवेशन	8 जी०डब्ल्यू०एम०	48/7	1.3200
			28/63	1.6560
			28/55	0.9120
			28/54	0.6720
			28/46	1.6800
			योग	6.2400
जैसलमेर	रामगढ़ द्वितीय उपनिवेशन	9 जी०डब्ल्यू०एम०	28/38	1.5360
			28/30	1.5360
			28/22	1.5360
			28/14	1.5360
			28/6	1.3920
			28/5	0.1440
			8/61	0.4800
			8/62	1.0560
			8/53	1.7280
			8/54	0.1440
			योग	11.0880

1	2	3	4	5
जैसलमेर	रामगढ़ द्वितीय उपनिवेशन	10 जी०डब्ल्यू०एम०	8/44	0.8160
			8/36	1.5840
			8/28	1.5840
			योग	3.9840
जैसलमेर	रामगढ़ द्वितीय उपनिवेशन	11 जी०डब्ल्यू०एम०	8/20	1.0560
			8/19	0.5040
			8/12	0.0240
			8/11	1.5600
			8/3	1.5360
			योग	4.6800
			कुल योग	161.4240

[फा. सं. एल-14014/6/03-जी.पी.]

एस०बी० मण्डल, अवर सचिव

New Delhi, the 3rd September, 2004

S.O. 2269.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 1431 dated the 13th May, 2003, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for the transportation of natural gas through Dhandewala-Gamnewala, RSEB Ramgarh, Jaisalmer Project in the State of Rajasthan by the GAIL (India) Limited;

And whereas copies of the said Gazette notifications were made available to the public on 30th June, 2003;

And whereas the objections received from the public to the laying of the pipeline have been considered and disallowed by the competent authority;

And whereas the competent authority has, under sub-section (1) of Section 6 of the said Act, submitted its report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipelines, has decided to acquire the right of user therein.

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipelines;

And, further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the right of user in the land for laying the pipelines shall, instead of vesting in the Central Government, vest, on the date of the publication of the declaration, in the GAIL (India) Limited, proposing to lay the pipelines and there upon the right of such user in the land shall, subject to the terms and conditions so imposed, vest in the GAIL (India) Limited, free from all encumbrances.

SCHEDULE

District	Tehsil	Village	Survey No.	Area to be acquired for ROU (in Hectares)
1	2	3	4	5
Jaisalmer	Ramgarh	Ramgarh	4423	3.1200
			4425	0.2880
			4424	0.0480
			4426	0.0960
			4427	0.6000
			4428	0.1200
			4429	2.4000
			Way	0.0960
			4473	0.5040
			4478	1.2720
			4478	0.6720
			4430	0.1920
			Way	0.1920
			4479	0.8640
			4481	3.6000
			4482	0.2400
			3836	0.0960
			3835	2.6400
			3844	0.2160
			3845	0.2880
			3834	0.1440
			3831	0.1680
			3830	1.8720
			3820	1.8720
			3821	1.8240
			3807	0.0720
			3782	1.5360
			3792	0.0240

1	2	3	4	5
Jaisalmer	Ramgarh	Ramgarh	3805	0.0240
			3806	0.2400
			3796	0.1200
			3797	3.4560
			3743	0.0240
			3750	0.1200
			3744	0.3840
			3795	0.0240
			3665/5173	0.2880
			3744/5170	0.2880
			3745	2.7360
			Way	0.0720
			3733	0.3600
			3732	1.2000
			3731	3.3120
			3706	0.9120
			3709	3.6960
			3708	0.4800
			3523	3.8400
			Way	0.0480
			3524	0.2280
			Way	0.0720
			3501	0.0360
			3525	1.0960
			3502/5165	3.2160
			Way	0.0960
			3503	0.8720
			3504/5164	1.6800
			3519	3.0720
			Way	0.0960
			3533	0.0720
			3520	0.4800
			3534	0.0480
			3507/5162	0.3360
			3518	0.2880
			3547/5161	0.3360
			3555	0.1920
			3555Canal	1.7760
			3556Canal	1.2480
			Total	61.9200

1	2	3	4	5
Jaisalmer	Ramgarh	3,4 BRM	153/29	0.9840
			21	0.2400
			20	1.7760
			12	0.4320
			15	1.5360
			3	0.8400
			2	1.1280
			133/58	1.1520
			57	0.8160
			49	1.4880
			132/56	0.5280
			48	1.6800
			47	0.3840
		Total		12.9840
	6-BTM	31		0.0480
		30		1.8960
		29		0.0960
		22		0.0960
		21		1.9440
		20		0.0960
		13		0.1200
		4		0.1440
		112/59		0.1920
		50		1.4160
		49		0.2160
		41		1.7520
		33		1.1760
		Total		9.1920
	7-BTM	111/40		0.5520
		32		1.7520
		24		0.8400
		23		0.8640
		15		1.7520
		7		0.4320
		6		1.3440
		Total		7.5360
	8-BTM	91/62		1.8000
		61		0.3600
		53		1.8240
		Total		3.9840

1	2	3	4	5
Jaisalmer	Ramgarh	6-NTM	91/52	0.2880
			44	1.8480
			43	0.2400
			36	0.0240
			35	1.9200
			34	0.1920
		Total		4.5120
	7,9-NTM	91/27		0.0240
		26		1.9440
		25		0.1680
		18		0.0480
		17		1.7520
		90/24		0.7680
		16		1.1280
		Total		5.8320
	10-NTM	90/15		1.3920
		7		0.4560
		6		1.8240
		70/62		0.4320
		61		1.4880
		53		1.3920
		52		0.3120
		45		0.0240
		44		1.7760
		36		0.8640
		35		1.1520
		27		0.8400
		26		1.4400
		18		0.5040
		17		1.8240
		69/24		0.0240
		Total		15.7440
	Gannewala	228/59		1.5360
		228/51		1.6320
		228/44		0.9120
		228/21		1.0080
		228/13		0.9600
		Total		6.0480

1	2	3	4	5
Jaisalmer	Ramgarh	6,7-GWM	49/34	1.7040
			26	0.3360
			25	1.8720
			17	0.0960
			48/32	0.1200
			24	1.6320
			16	1.5600
			48/15	0.0240
			48/8	0.3360
		Total		7.6800
Jaisalmer	Ramgarh	8-GWM	48/7	1.3200
			28/63	1.6560
			28/55	0.9120
			28/54	0.6720
			28/46	1.6800
		Total		6.2400
Jaisalmer	Ramgarh	9-GWM	28/38	1.5360
			28/30	1.5360
			28/22	1.5360
			28/14	1.5360
			28/6	1.3920
			28/5	0.1440
			8/61	0.4800
			8/62	1.0560
			8/53	1.7280
			8/54	0.1440
		Total		11.0880
Jaisalmer	Ramgarh	10-GWM	8/44	0.8160
			8/36	1.5840
			8/28	1.5840
		Total		3.9840
Jaisalmer	Ramgarh	11-GWM	8/20	1.0560
			3/19	0.5040
			8/12	0.0240
			8/11	1.5600
			8/3	1.5360
		Total		
Grand Total				161.4240

[F. No.-L14014/6/03-G.P.]

S.B. MANDAL, Under Secy.

नई दिल्ली, 3 सितम्बर, 2004

का. आ. 2270.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि आंध्र प्रदेश राज्य में ओ.एन.जी.सी. कूप सं. 1ए—सिरी टेकॉन पाइपलाइन परियोजना तक प्राकृतिक गैस के परिवहन के लिए गेल (इंडिया) लिमिटेड द्वारा, एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में, श्री बी. हेमसुन्दर, सक्षम प्राधिकारी, गेल (इंडिया) लिमिटेड, जेद्री एवेन्यू, दानावैपेट, राजामुन्नी-553 103 (आंध्र प्रदेश) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

जिला	तहसील	गाँव	सर्वे नं./सब-डिवीजन नं.	आर.ओ.यू. अर्जित करने के लिए क्षेत्रफल (हेक्टेयर में)
1	2	3	4	5
पूर्व गोदावरी	रावुलपालेम	देवरपल्लि	104/3 भाग	0.0121
			104/4 भाग	0.1416
			105/8 भाग	0.0121
			107 भाग	0.0688
			58/1 भाग	0.0688
			58/2 भाग	0.0364
			59/1 भाग	0.0364
			60/1 भाग	0.0526
			60/2 भाग	0.0809
			54/7 भाग	0.0567
			54/5 भाग	0.0364
			53/2 भाग	0.1902
			49/4 भाग	0.0040

1	2	3	4	5
पूर्व गोदावरी	रावुलपालेम	देवरपल्लि	49/6 भाग	0.1174
			39/12 भाग	0.0607
			39/17 भाग	0.1012
			39/16 भाग	0.0405
			40/2 भाग	0.2590
			40/1 भाग	0.0081
			59/2 भाग	0.0607
			54/6 भाग	0.0202
			53/1 भाग	0.0607
			50 भाग	0.0769
			49/10 भाग	0.0040
			49/13 भाग	0.0121
कुल			1.6185	

[फा. सं. एल-14014/57/03-जी.पी.]

एस० बी० मण्डल, अवर सचिव

New Delhi, the 3rd September, 2004

S.O. 2270.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of Natural Gas through ONGC Well No. 1A to Siri Tecon Pipeline Project in the State of Andhra Pradesh, a pipeline should be laid by the GAIL (India) Limited;

And, whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the power conferred by Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the laying of the pipeline under the land to the Sh. B. Hemasundar, Competent Authority, GAIL (India) Limited, Jetty Avenue, Danavaipet, Rajahmundry-533 103 (Andhra Pradesh).

SCHEDULE

District	Tehsil	Village	Survey No. 1 Sub-div. No.	Area to be Acquired for ROU (in Hectare)
1	2	3	4	5
East Godavari	Ravula-palem	Devara-palli	104/3 Part	0.0121
			104/4 Part	0.1416
			105/8 Part	0.0121
			107 Part	0.0688
			58/1 Part	0.0688
			58/2 Part	0.0364
			59/1 Part	0.0364
			60/1 Part	0.0526
			60/2 Part	0.0809
			54/7 Part	0.0567
East Godavari	Ravula-palem	Devara-palli	54/5 Part	0.0364
			53/2 Part	0.1902
			49/4 Part	0.0040
			49/6 Part	0.1174
			39/12 Part	0.0607
			39/17 Part	0.1012
			39/16 Part	0.0405
			40/2 Part	0.2590
			40/1 Part	0.0081
			59/2 Part	0.0607
			54/6 Part	0.0202
			53/1 Part	0.0607
			50 Part	0.0769
			49/10 Part	0.0040
			49/13 Part	0.0121
Total			1.6185	

[F. No. L-14014/57/03-G.P.]

S.B. MANDAL, Under Secy.

नई दिल्ली, 3 सितम्बर, 2004

का. आ. 2271.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि आंध्र प्रदेश राज्य में ओ.एन.जी.सी. कूप सं. 1ए-हार्ड-टेक गैस पाइपलाइन परियोजना तक प्राकृतिक गैस के परिवहन के लिए गेल (इंडिया) लिमिटेड द्वारा, एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि के उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथाप्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में, श्री बी. हेमसुन्दर, सक्षम प्राधिकारी, गेल (इंडिया) लिमिटेड, जेट्टी एवेन्यू, दानावैपेट, राजामुन्द्री-533103 (आंध्र प्रदेश) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

जिला	तहसील	गाँव	सर्वे नं./सब-डिवीजन नं.	आर.ओ.यू. अर्जित करने के लिए क्षेत्रफल (हेक्टेयर में)
1	2	3	4	5
पूर्व गोदावरी	रावुलपालेम	देवरापल्लि	105/2 भाग	0.0607
			105/3 भाग	0.0971
			105/1 भाग	0.086
			106/1 भाग	0.0445
			102/2 भाग	0.0405
			106/3 भाग	0.0607
			105/8 भाग	0.0324
			कुल	0.3845

[फा. सं. एल-14014/58/03-जी.पी.]

एस० बी० मण्डल, अवर सचिव

New Delhi, the 3rd September, 2004

S.O. 2271.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of natural gas through ONGC Well No. 1A to Hi-Tech Gases Pipeline Project in the State of Andhra Pradesh, a pipeline should be laid by the GAIL (India) Limited;

And, whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification issued under Sub-section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the laying of the pipeline under the land to the Sh. B. Hemasundar, Competent Authority, GAIL (India) Limited, Jetty Avenue, Danavaipeta, Rajahmundry-533 103 (Andhra Pradesh).

SCHEDULE

District	Tehsil	Village	Survey No./Sub-division No.	Area to be acquired for ROU (in Ha)
1	2	3	4	5
East Godavari	Ravula-palem	Devara-palli	105/2 Part	0.0607
			105/3 Part	0.0971
			105/1 Part	0.086
			106/1 Part	0.0445
			102/2 Part	0.0405
			106/3 Part	0.0607
			105/8 Part	0.0324
			TOTAL	0.3845

[F. No.-L 14014/58/03-G.P.]

S. B. MANDAL, Under Secy.

नई दिल्ली, 6 सितम्बर, 2004

का. आ. 2272.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि तमिलनाडु राज्य में माराईक्कानचावाडी से केएससीएल टेफ ऑफ से ईश्वरिया इन्डस्ट्रीज पाइपलाइन परियोजना के माध्यम से पेट्रोलियम गैस के परिवहन के लिए गेल (इंडिया) लिमिटेड द्वारा, एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि के उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथाप्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में, विशेष तहसीलदार (आर.ओ.यू.) एवं सक्षम प्राधिकारी, गेल (इंडिया) लिमिटेड, कावेरी बेसिन, नागापट्टिनम, तमिलनाडु को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

जिला	तहसील	गाँव	सर्वे नं.	आर.ओ.यू. अर्जन करने के लिए क्षेत्रफल (हेक्टेयर में)
1	2	3	4	5
नागापट्टिनम	नागापट्टिनम	61, अगारा-कोन्डागई	118-4	0.04.0
			136-1	0.02.5
			136-2	0.10.0
			137-1	0.01.0 सरकारी भूमि
			137-2	0.02.0
			137-3	0.17.0
			138-1	0.08.0
			138-2	0.01.5 सरकारी भूमि
			139-1	0.03.0

1	2	3	4	5
नागापट्टिनम	नागापट्टिनम	61, अगारा-कोन्डागई	139-3	0.01.5
			139-4	0.06.0
			139-5	0.07.0
			139-6	0.05.0
			139-7	0.00.5
			139-8	0.02.0
			141-2	0.19.0
			141-4	0.01.0 सरकारी भूमि
			141-8	0.03.0
			141-9	0.01.0
			141-10	0.05.0
कुल				1.00.0

[फा. सं. एल-14014/14/04-जी.पी.]

एस० बी० मण्डल, अवर सचिव

New Delhi, the 6th September, 2004

S.O. 2272.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of Petroleum gas through Maraikkanchavadi to KSCL Tap off to Eshverie Industries Pipeline Project in the State of Tamil Nadu, a pipeline should be laid by the GAIL (India) Limited;

And, whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification issued under Sub-section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the laying of the pipeline under the land to Special Tehsildar (R.O.U.) and Competent Authority, GAIL (India) Limited, Cauvery Basin, Nagapattinam, Tamil Nadu.

SCHEDULE

District	Tehsil	Village	Survey No.	Area to be acquired for ROU (in Hectares)
1	2	3	4	5
Nagapatti- nam	Nagapatti- nam	61, Agara- kondagai	118-4	0.04.0
			136-1	0.02.5
			136-2	0.10.0
			137-1	0.01.0 Govt. Plot
			137-2	0.02.0
			137-3	0.17.0
			138-1	0.08.0
			138-2	0.01.5 Govt. Plot
			139-1	0.03.0
			139-3	0.01.5
			139-4	0.06.0
			139-5	0.07.0
			139-6	0.05.0
			139-7	0.00.5
			139-8	0.02.0
			141-2B	0.19.0
			141-4	0.01.0 Govt. Plot
			141-8	0.03.0
			141-9	0.01.0
141-10	0.05.0			
TOTAL				1.00.0

[File No. L-14014/14/04-G.P.]

S. B. MANDAL, Under Secy.

नई दिल्ली, 6 सितम्बर, 2004

का. आ. 2273.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि संघ राज्यक्षेत्र पांडिचेरी में माराईक्कानचावाडी से केएससीएल टेफ ऑफ से ईश्वरिया इन्डस्ट्रीज पाइपलाइन परियोजना के माध्यम पेट्रोलियम गैस के परिवहन के लिए गेल (इंडिया) लिमिटेड द्वारा, एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में, विशेष तहसीलदार (आर.ओ.यू.) एवं सक्षम प्राधिकारी, गेल (इण्डिया) लिमिटेड, कावेरी बेसिन, नागापट्टिनम, तमिलनाडु को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

जिला	तहसील	गाँव	सर्वे न.	आर.ओ.यू. अर्जित करने के लिए क्षेत्रफल (हेक्टेयर में)
1	2	3	4	5
पांडिचेरी	कारैकाल	35-पोलागम	13-2	0.09.0
			28	0.06.0 सरकारी भूमि
			29	0.05.0
			30-1	0.14.0
			30-2	0.02.0 सरकारी भूमि
			31	0.09.0 सरकारी भूमि
			32-1	0.03.0
			32-2	0.03.0
			32-3ए	0.24.0
			57-1	0.07.0
			57-3ए	0.04.5
			57-3बी	0.04.5
			57-3सी	0.03.0
			कुल	0.93.5

[फा. सं. एल-14014/14/04-जी.पी.]

एस०बी० मण्डल, अवर सचिव

New Delhi, the 6th September, 2004

S.O. 2273.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of Petroleum gas through Maraikkanchavadi to KSCL Tap Off to Eshverie Industries Pipeline Project in the Union Territory of Pondicherry, a pipeline should be laid by the GAIL (India) Limited;

And, whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the laying of the pipeline under the land to Special Tehsildar (R.O.U.) and Competent Authority, GAIL (India) Limited, Cauvery Basin, Nagapattinam, Tamil Nadu.

SCHEDULE

District	Tehsil	Village	Survey No.	Area to be Acquired for ROU (in Hectare)
1	2	3	4	5
Pondicherry	Karaikal	35-Pola-	13-2	0.09.0
		gam	28	0.06.0 Govt. Plot
			29	0.05.0
			30-1	0.14.0
			30-2	0.02.0 Govt. Plot
			31	0.09.0 Govt. Plot
			32-1	0.03.0
			32-2	0.03.0
			32-3A	0.24.0
			57-1	0.07.0

1	2	3	4	5
Pondicherry	Karaikal	35 Pola-	57-3A	0.04.5
		gam	57-3B	0.04.0
			57-3C	0.03.0
			Total	0.93.5

[File No. L-14014/14/04-G.P.]

S. B. MANDAL, Under Secy.

नई दिल्ली, 6 सितम्बर, 2004

का. आ. 2274.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि आन्ध्र प्रदेश राज्य में लान्को पावर परियोजना (कोंडापल्लि)—विजयवाड़ा पाइपलाइन परियोजना तक प्राकृतिक गैस के परिवहन के लिए गेल (इंडिया) लिमिटेड द्वारा, एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि के उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, इस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में, श्री लक्ष्मीनारायण, सक्षम प्राधिकारी, गेल (इंडिया) लिमिटेड, के. जी. बेसिन परियोजना, जेद्टी एवेन्यू, दानावैपेट, राजामुन्नी-533103 (आन्ध्र प्रदेश) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

जिला	तहसील	गाँव	सर्वे नं./ सब डिवीजन नं.	आर.ओ.यू. अर्जित करने के लिए क्षेत्रफल (हेक्टेयर में)
1	2	3	4	5
कृष्णा	इब्राहिमपट्टनम	कोंडापल्लि	135 भाग	0.2232
			140 भाग	0.0358
			141 भाग	0.6178
			150 भाग	0.4701

1	2	3	4	5	1	2	3	4	5
कृष्णा	इब्राहिमपट्टनम	कौंडपल्लि	158 भाग	0.0800	कृष्णा	विजयवाड़ा	पैडूरुपाडु	40 भाग	0.0020
			156 भाग	0.3330		(ग्रामीण)		39 भाग	0.3603
			157 भाग	0.0076				38 भाग	0.2741
			155 भाग	0.2992				37 भाग	0.0066
			154 भाग	0.0212				36 भाग	0.3595
			153 भाग	0.0050				35 भाग	0.3735
			कुल	2.0929				कुल	2.4836
							रायनपाडु	209 भाग	0.0435
								208 भाग	0.2940
								211 भाग	0.2730
								212 भाग	0.2115
								213 भाग	0.0450
								कुल	0.8670
							जक्कं पूडि	14 भाग	0.0050
								15 भाग	0.4450
								17 भाग	0.3195
								11 भाग	0.3132
								10 भाग	0.0250
								20 भाग	0.4025
								21 भाग	0.3081
								22 भाग	0.2025
								23 भाग	0.1485
								24 भाग	0.2000
								81 भाग	0.0040
								25 भाग	0.4238
								45 भाग	0.0085
								78 भाग	0.1540
								77 भाग	0.2686
								58 भाग	0.0407
								62 भाग	0.2070
								59 भाग	0.1300
								60 भाग	0.1840
								56 भाग	0.0900
								55 भाग	0.3600
								55 भाग	0.0538
								54 भाग	0.1783
								185 भाग	0.1575
								186 भाग	0.0855
								187 भाग	0.1581
								188 भाग	0.1726
								189 भाग	0.3600
								190 भाग	0.0300
								194 भाग	0.0380
								193 भाग	0.2700
								212 भाग	0.4050
								213 भाग	0.2835
								214 भाग	0.1855
								221 भाग	0.0215
								246 भाग	0.2760
								245 भाग	0.2340
								247 भाग	0.0020
								248 भाग	0.4095
								कुल	7.5607
कृष्णा	विजयवाड़ा	पैडूरुपाडु	23 भाग	0.0951					
	(ग्रामीण)		22 भाग	0.1575					
			25 भाग	0.2025					
			26 भाग	0.2070					
			27 भाग	0.4455					

1	2	3	4	5
कृष्णा	विजयवाड़ा (ग्रामीण)	गोल्लपुडि	367 भाग	0.0261
			366 भाग	0.1573
			376 भाग	0.1749
			377 भाग	0.2250
			375 भाग	0.0180
			369 भाग	0.3960
			370 भाग	0.0180
			372 भाग	0.0468
			371 भाग	0.0252
			कुल	1.0873

[फा. सं. एल-14014/19/04-जी.पी.]

एस० बी० मण्डल, अवर सचिव

New Delhi, the 6th September, 2004

S.O. 2274.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of natural gas through LANCO Power Project (Kondapalli) to Vijayawada pipeline project in the State of Andhra Pradesh, a pipeline should be laid by the GAIL (India) Limited;

And, whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the laying of the pipeline under the land to the Sh. K. Lakshminarayan, Competent Authority, GAIL (India) Limited, K.G. Basin Project, Jetty Avenue, Danavaipet, Rajahmundry-533103 (Andhra Pradesh).

SCHEDULE

District	Tehsil	Village	Survey No./Sub Division No.	Area to be Acquired for ROU (in Hectares)
1	2	3	4	5
Krishna	Ibrahimpatnam	Kondapalli	135 Part	0.2232
			140 Part	0.0358
			141 Part	0.6178
			150 Part	0.47001

1	2	3	4	5
Krishna	Ibrahimpatnam	Kondapalli	158 Part	0.0800
			156 Part	0.3330
			157 Part	0.0076
			155 Part	0.2992
			154 Part	0.0212
			153 Part	0.0050
			TOTAL	2.0929

Krishna	G. Konduru	Kavuluru	556 Part	0.0010
			555 Part	0.2504
			553 Part	0.0600
			552 Part	0.0428
			557 Part	0.2520
			558 Part	0.2732
			579 Part	0.1429
			580 Part	0.1631
			581 Part	0.2535
			582 Part	0.1880
			600 Part	0.1620
			599 Part	0.0720
			601 Part	0.3240
			608 Part	0.0300
			609 Part	0.2480
			610 Part	0.1730
			611 Part	0.1338
			614 Part	0.1070
			613 Part	0.0015
			617 Part	0.1420
			618 Part	0.1440
			673 Part	0.0300
			675 Part	0.1970
			674 Part	0.3690
			660 Part	0.0015
			661 Part	0.4050
			664 Part	0.0079
			662 Part	0.0391
			663 Part	0.2885
			655 Part	0.0990
			654 Part	0.3700
			653 Part	0.0392
			727 Part	0.2500
			731 Part	0.2774
			732 Part	0.0738
			733 Part	0.3265
			772 Part	0.2574
			774 Part	0.4400

TOTAL 6.6355

Krishna	Vijayawada	Paidurupadu	23 Part	0.0951
		(Rural)	22 Part	0.1575
			25 Part	0.2025

1	2	3	4	5
Krishna Vijayawada Paldurupadu (Rural)	26 Part	0.2070		
	27 Part	0.4445		
	40 Part	0.0020		
	39 Part	0.3603		
	38 Part	0.2741		
	37 Part	0.0066		
	36 Part	0.3595		
	35 Part	0.3735		
	TOTAL	2.4836		
Rayanapadu	209 Part	0.0435		
	208 Part	0.2940		
	211 Part	0.2730		
	212 Part	0.2115		
	213 Part	0.0450		
	TOTAL	0.8670		
Jakkampudi	14 Part	0.0050		
	15 Part	0.4450		
	17 Part	0.3195		
	11 Part	0.3132		
	10 Part	0.0250		
	20 Part	0.4025		
	21 Part	0.3081		
	22 Part	0.2025		
	23 Part	0.1485		
	24 Part	0.2000		
	81 Part	0.0040		
	25 Part	0.4238		
	45 Part	0.0085		
	78 Part	0.1540		
	77 Part	0.2686		
	58 Part	0.0407		
	62 Part	0.2070		
	59 Part	0.1300		
	60 Part	0.1840		
	56 Part	0.0900		
	55 Part	0.3600		
	55 Part	0.0538		
	54 Part	0.1783		
	185 Part	0.1575		
	186 Part	0.0855		
	187 Part	0.1581		
	188 Part	0.1726		
	189 Part	0.3600		
	190 Part	0.0300		
	194 Part	0.0380		
	193 Part	0.2700		
	212 Part	0.4050		
	213 Part	0.2815		
	214 Part	0.1855		
	221 Part	0.0215		
	246 Part	0.2760		

1	2	3	4	5
Krishna Vijayawada Jakkampudi (Rural)	245 Part	0.2340		
	247 Part	0.0020		
	248 Part	0.4090		
	TOTAL	7.5607		
Gollapudi	367 Part	0.0261		
	366 Part	0.1573		
	376 Part	0.1749		
	377 Part	0.2250		
	375 Part	0.0180		
	369 Part	0.3960		
	370 Part	0.0180		
	372 Part	0.0468		
	371 Part	0.0252		
	TOTAL	1.0873		

[F. No. L-14014/19/2004-G.P.]

S. B. MANDAL, Under Secy.

नई दिल्ली, 6 सितम्बर, 2004

का. आ. 2275.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 420(अ), तारीख 29-03-2004 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गेल (इण्डिया) लिमिटेड द्वारा आन्ध्र प्रदेश राज्य में विजय दुर्गा आईस इंडस्ट्री से नागार्जुन सेराकैम, पाइपलाइन परियोजना के माध्यम से पेट्रोलियम गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी।

और उक्त राजपत्रित अधिसूचना की प्रतियां जनता को तारीख 5-5-2004 तक उपलब्ध करा दी गई थीं;

और पाइपलाइन बिछाने के संबंध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अननुज्ञात कर दिया गया है;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त पाइपलाइनें बिछाने के लिए अपेक्षित हैं, उस में उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइनें बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए निर्देश देती है कि पाइपलाइनें बिछाने के लिए भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को, केन्द्रीय सरकार में निहित होने की बजाए, पाइपलाइनें बिछाने का प्रस्ताव करने वाली गेल (इंडिया) लिमिटेड में निहित होगा और तदुपरि भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुए, सभी विल्लिंगमों से मुक्त, गेल (इंडिया) लिमिटेड में निहित होगा।

अनुसूची

जिला	तहसील	गाँव	सर्वे नं./	आर.ओ.यू. अर्जित करने के लिए क्षेत्रफल (हेक्टेयर में)
1	2	3	4	5
कृष्णा	मंडवल्लि	पेरिकिगुडेम	446 भाग	0.0050
			445 भाग	0.1650
			449 भाग	0.2200
			450/4 भाग	0.1900
			450/3 भाग	0.1500
			450/2 भाग	0.300
			456/3 भाग	0.0450
			456/2 भाग	0.0450
			456/1बी भाग	0.0500
			456/1ए भाग	0.0500
			455 भाग	0.0450
			438 भाग	0.0650
कुल			1.0600	

[फा. सं. एल-14014/51/2003-जी.पी.]

एस०बी० मण्डल, अवर सचिव

New Delhi, the 6th September, 2004

S.O. 2275.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 420(E), dated 29-3-2004 issued under Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transport of Natural Gas through Vijaya Durga Ice Industry to Nagarjuna Cerachem pipeline project in the State of Andhra Pradesh by the GAIL (India) Limited;

And whereas copies of the said Gazette notification were made available to the public on the 5-5-2004;

And whereas the objections received from the public to the laying of the pipeline have been considered and disallowed by the competent authority;

And whereas the competent authority has, under Sub-section (1) of Section 6 of the said Act, submitted its report to the Central Government;

And whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands specified in the Schedule;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedule is hereby acquired for laying the pipeline;

And, further in exercise of the powers conferred by Sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the said land for laying the pipeline shall, instead of vesting in the Central Government vest on this date of the publication of this declaration in the GAIL (India) Limited, free from all encumbrances.

SCHEDULE

District	Tehsil	Village	Survey No./Sub Division No.	Area to be Acquired for ROU (in Hecaters)	
1	2	3	4	5	
Krishna	Mandavalli	Perikigudem	446	Part	0.0050
			445	Part	0.1650
			449	Part	0.2200
			450/4	Part	0.1900
			450/3	Part	0.1500
			450/2	Part	0.300
			456/3	Part	0.0450
			456/2	Part	0.0450
			456/1B	Part	0.0500
			456/1A	Part	0.0500
			455	Part	0.0450
			438	Part	0.0650
TOTAL				1.0600	

[File No. L-14014/51/03-G.P.]

S.B. MANDAL, Under Secy.

नई दिल्ली, 6 सितम्बर, 2004

का. आ. 2276.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि तमिलनाडु राज्य में एन. आर. एम. जी. सी. एस-एस. वी. (1) स्टेशन मेमाथुर पाइपलाइन परियोजना तक प्राकृतिक गैस के परिवहन के लिए गेल (इंडिया) लिमिटेड द्वारा, एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कोस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में, विशेष तहसीलदार (ओ. यू.) एवं सक्षम प्राधिकारी, गेल (इंडिया) लिमिटेड, कावेरी जिले, नागापट्टिनम- 611001 (तमिलनाडु) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

जिला	तहसील	गाँव	सर्वे नं.	आर. ओ. यू. अर्जित करने के लिए क्षेत्रफल (हेक्टेयर में)
1	2	3	4	5
नागापट्टिनम्	नागापट्टिनम 120-कुट्टलम	26-5ए	0-02.0	
		5बी	0-16.0	
		6	0-05.0	
		7	0-05.0	
		20-1	0-01.0	
		5 बी	0-26.0	
		121	0-02.5	
		126-1ए1	0-15.5	
		1 बी	0-01.0	
		125-2बी	0-04.0	

1	2	3	4	5
नागापट्टिनम्	नागापट्टिनम 120-कुट्टलम	2 सी	0-04.0	
		2 डी 1	0-01.0	
		2 डी 2	0-04.5	
		2 ई 1	0-04.0	
		2 ई 2	0-01.0	
		124-1 ए 1	0-01.0	
		1 ए 2	0-01.0	
		1 बी	0-04.0	
		1 सी	0-06.0	
		123-1	0-15.0	
		2 ए	0-09.0	
		2 बी 1	0-07.0	
		2 बी 2	0-02.0	
		134-3	0-00.5	
		6	0-07.0	
		135-1	0-03.0	
		2	0-01.0	
		3 ए	0-36.0	
		3 बी	0-02.0	
		3 सी	0-02.5	
		3 डी	0-04.5	
		136	0-03.5	
		8-1	0-02.0	
		3	0-02.0	
		5	0-09.0	
		6 ए	0-25.0	
		6-2	0-14.0	
		4	0-00.5	
		5 ए 1	0-07.0	
		5 ए 2	0-00.5	
		5 बी	0-07.0	
		6	0-01.0	
		7-1	0-00.5	
		योग	2-66.0	

1	2	3	4	5	1	2	3	4	5
नागापट्टिनम्	नागापट्टिनम् 1.18-एरावनचेरी 199-1ए1			0-08.0	नागापट्टिनम्	नागापट्टिनम् 155-थुरैयुर		80	0-04.5
	1 बी			0-02.0				79-2	0-21.5
	200-2 ए1ए			0-06.0				73-3 सी	0-05.0
	2 ए 1 बी			0-05.0				4	0-06.0
	2 बी			0-12.5				5	0-01.5
	3 ए 3			0-04.5				72-2 ए	0-16.0
	3 ए 4			0-06.0				2 बी	0-07.0
	196-4 ए1			0-00.5				71-3	0-07.0
	166-2			0-02.0				5	0-01.0
	3 ए			0-11.0				9	0-01.5
	167-1			0-02.0				67	0-07.0
	2			0-15.0				योग	0-76.0
	168-2 डी			0-03.0		145-सेगल		152-2	0-09.0
	169-2 बी			0-07.0				153-1	0-01.5
	170-1			0-02.0				2 बी	0-11.0
	2 ए			0-04.0				150-2 ए	0-23.0
	2 बी			0-17.0				149-1	0-01.0
	2 डी			0-08.0				2	0-19.0
	28-2			0-02.0				148-2 ए	0-19.5
	3			0-04.0				2 बी	0-09.0
	4 ए			0-03.5				142-1	0-01.0
	4 बी			0-00.5				2बी	0-04.0
	27-1 ए			0-20.0				143-1 सी	0-04.0
	1 बी			0-15.0				1 बी	0-32.5
	3 सी			0-01.0				124-	0-07.0
	26-1			0-18.0				123-	0-01.0
	6			0-00.5				115-2ए	0-04.0
	8			0-00.5				114-1	0-01.0
	24-1			0-01.0				2 बी	0-07.0
	2			0-12.5				110-1 ए	0-01.0
	23			0-04.0				1 बी 2	0-00.5
	198			0-05.0				2	0-01.5
	योग			2-03.0				3	0-00.5

[illegible]

1	2	3	4	5
नागापट्टिनम्	नागापट्टिनम् 144-थिरुमरुगल	16बी	0-03.0	
		6	0-11.0	
		160-3	0-07.0	
		4	0-07.0	
		6	0-05.5	
		9ए	0-03.0	
		9बी	0-00.5	
		10ए	0-01.5	
		10बी	0-01.0	
		11	0-03.0	
		12	0-12.5	
		158	0-01.0	
		157-1	0-01.5	
		2	0-01.0	
		3	0-01.5	
		159-1	0-00.5	
		2	0-00.5	
		3	0-03.0	
		4ए	0-02.5	
		159-5	0-01.5	
		6	0-00.5	
		10	0-08.0	
		11	0-10.0	
		12	0-03.0	
		151-4ए	0-12.0	
		150	0-03.0	
		147-2ए	0-10.0	
		7	0-01.5	
		12	0-05.0	
		146	0-01.5	
		145	0-03.0	
		144	0-03.0	
		योग	1-57.5	

1	2	3	4	5
नागापट्टिनम्	नागापट्टिनम् 67-पंडरवडई		71-3	0-09.0
			72-1	0-09.5
			5	0-00.5
			73-1	0-01.0
			2	0-15.5
			3	0-06.5
			74-4	0-00.5
			योग	0-42.5
	57-ठेनपीडगई		82	0-23.0
			77-5	0-10.5
			3	0-05.0
			6	0-06.5
			78	0-01.0
			73-1बी	0-00.5
			72	0-02.0
			42/1	0-27.0
			43	0-01.5
			44-7	0-01.0
			8	0-36.0
			9	0-03.0
			46-1बी3ए	0-18.0
			1बी3बी	0-18.0
			47	0-02.5
			48-4	0-03.0
			9	0-01.0
			49	0-03.0
			50-1ए	0-03.0
			7	0-02.0
			8	0-10.5
			51	0-07.0
			योग	1-85.5
	57-सेशामूलई		79/1	0-09.0
			76/1	0-00.5
			2	0-14.0
			75-1	0-05.0
			69-2ए	0-06.5

1	2	3	4	5	1	2	3	4	5
नागापट्टिनम्	नागापट्टिनम् 57-सेशामूलई		2बी	0-09.0	नागापट्टिनम्	नागापट्टिनम् 55-ईलयाथनगुडी		3	0-01.0
			3	0-04.5				5	0-06.0
			4	0-00.5				6	0-03.5
			57-1	0-06.5				84-9	0-01.5
			2	0-02.0				10	0-04.0
			58-2	0-16.0				11	0-01.0
			3	0-01.0				12	0-12.0
			6	0-12.0				82-6	0-09.0
			34-1	0-07.0				योग	1-08.5
			35	0-10.0		53-एरावडी		105-3	0-05.0
			13-4	0-06.5				104	0-09.0
			5	0-01.5				103	0-46.0
			6	0-02.0				101	0-38.0
			7	0-01.0				100	0-24.0
			8	0-02.5				99	0-02.5
			9	0-04.0				106	0-05.0
			10ए	0-02.0				योग	1-29.5
			10बी	0-05.0					
			14	0-04.0		तरंगमवाडी 62-नल्लडी		226-1ए	0-04.5
			15	0-02.5				1बी	0-60.0
			16-22	0-03.0				2	0-03.0
			23	0-08.0				227	0-08.0
			24	0-08.0				228	0-01.5
			25	0-00.5				231	0-49.0
			17	0-07.0				235	0-08.5
			योग	1-61.0				236-1	0-29.5
								239-1	0-22.0
	55-ईलयाथनगुडी	116-5बी1		0-00.5				2	0-04.0
			6	0-14.0				240	0-04.0
			7ए	0-01.0				241	0-12.5
			7बी	0-08.0				294	0-02.0
			9	0-02.5				146-3ए	0-05.0
			94	0-02.0				3बी	0-04.5
			91-2	0-04.0				4	0-18.0
			93	0-33.5				148-1	0-05.5
			85-4	0-05.0				3	0-04.0

1	2	3	4	5	1	2	3	4	5
नागापट्टिनम्	तरंगमवाडी	62-नल्लडी	2ए1	0-02.0	नागापट्टिनम्	तरंगमवाडी	54-कोथनकुडी	2	0-06.5
			2ए2	0-02.0				181-2ए	0-00.5
			4	0-01.0				3	0-02.0
			7	0-06.0				4ए	0-02.0
			150-1	0-04.5				200-1ए	0-17.0
			2	0-05.0				1बी	0-00.5
			3ए	0-10.0				201-1	0-01.0
			149-2	0-01.0				180-2ए	0-03.0
			151-5	0-04.5				3	0-02.0
			154-12	0-03.5				4	0-02.0
			13	0-03.5				5	0-02.0
			14	0-03.0				6सी	0-01.5
			16	0-08.0				7	0-06.0
			11	0-05.0				8	0-01.0
			P53-1बी	0-01.0				178	0-17.0
			2बी	0-00.5				177-1	0-01.0
			5	0-14.0				2	0-07.0
			4	0-00.5				166	0-04.0
			7	0-07.0				204-1	0-01.5
			16	0-02.5				2	0-01.0
			12-2ए1	0-03.0				164-1	0-14.5
			2ए2	0-04.0				2	0-03.0
			2-3बी	0-02.5				60-1	0-11.0
			5	0-14.0				159-1ए	0-02.0
			3-1	0-10.5				1बी	0-08.5
			2	0-18.5				124	0-02.0
			1-1	0-00.5				146-1	0-19.0
			योग	3-82.5				2	0-04.5
	54-कोथनकुडी		198	0-02.0				148-1	0-20.0
			199-1ए	0-04.0				3	0-00.5
			1बी1	0-02.5				149-1	0-05.0
			1बी2	0-03.0				2	0-14.5
			1सी	0-05.0				150-1ए	0-02.5
			1डी	0-11.0				1बी	0-03.0
								2	0-11.0

1	2	3	4	5	1	2	3	4	5
नागापट्टिनम्	तरंगमवाडी	54-कोथनकुडी	142-3बी	0-09.0	नागापट्टिनम्	तरंगमवाडी	51-थिरुविलयट्टम	4	0-03.0
			10	0-06.0				266-4	0-06.5
			141-1	0-00.5				5	0-10.0
			2	0-03.5				249	0-01.5
			3	0-00.5				248-1	0-21.0
			4	0-09.5				247-1	0-24.0
		योग	2-56.5					246-1	0-04.5
	51-थिरुविलयट्टम	445	0-25.0					2	0-02.5
		511	0-02.0					3	0-01.5
		453	0-07.0					4	0-01.0
		456-3	0-18.5					5	0-00.5
		6	0-02.0					243-	0-02.0
		7	0-02.0					235-2	0-07.0
		457	0-02.0					3	0-07.5
		463-1	0-02.0					4	0-01.0
		4	0-08.5					5	0-00.5
		464-3ए	0-07.5					243-	0-02.0
		4	0-10.0					235-2	0-08.0
		470-1	0-01.0					3	0-07.5
		2	0-01.0					4	0-22.0
		3	0-01.5					234-1	0-06.0
		8	0-01.0					2	0-06.0
		9	0-01.0					3	0-03.5
		12	0-01.0					5	0-02.0
		13	0-01.5					233	0-03.0
		16	0-01.5					योग	2-64.0
		17	0-01.5			41-इचनगुडी	149-1	0-07.0	
		29	0-00.5				2	0-15.5	
		31	0-02.0				150	0-04.0	
		10	0-02.0				156	0-02.0	
		26	0-02.0				173-2	0-08.0	
		28	0-02.0				4	0-09.0	
		32	0-01.0				174-3	0-04.0	
		469-3	0-18.0				4	0-06.5	
		264-2	0-01.0				175-2	0-17.0	
		3	0-02.0				176-1	0-09.0	

1	2	3	4	5	1	2	3	4	5
नागापट्टिनम्	तरंगमवाडी 41-इचनगुडी	2	0-09.0		नागापट्टिनम्	तरंगमवाडी 27-मेमाथुर	2 बी	0-01.0	
		77-1	0-01.5				3	0-04.0	
		2	0-13.0				5	0-04.5	
		181-1	0-08.0				422-1	0-02.5	
		2 बी	0-20.5				2	0-08.0	
		190	0-02.0				3	0-10.5	
		202-4	0-03.5				407	0-01.5	
		1 बी	0-02.0				418-1	0-09.0	
		योग	1-41.5				2	0-06.0	
	42-नरसिंगनाथम	152-1	0-10.0				417-1	0-05.5	
		2 ए	0-05.5				2	0-11.5	
		2 बी 1	0-02.5				416-1 ए	0-08.0	
		2 बी 2	0-03.5				1 बी	0-17.0	
		3	0-25.5				415-1	0-06.0	
		148-3	0-20.0				2	0-05.0	
		146	0-14.5				174-2	0-00.5	
		144	0-01.0				3	0-08.5	
		137-1	0-18.0				4	0-06.0	
		2	0-00.5				5	0-01.5	
		138-1 ए	0-05.0				175	0-04.0	
		1 बी	0-05.0				183-9 ए	0-09.5	
		2	0-10.0				9 बी	0-04.5	
		140	0-15.0				9 सी	0-18.0	
		126-4	0-23.5				184-1	0-01.5	
		122-2	0-15.0				2	0-05.0	
		119	0-02.5				3	0-06.5	
		योग	1-80.5				4 बी	0-01.0	
	27-मेमाथुर	444	0-04.0				4 सी	0-04.5	
		441-8	0-09.5				7	0-03.5	
		4	0-07.5				191-1	0-09.5	
		5	0-04.0				6	0-01.0	
		442-2	0-08.0				7	0-05.5	
		9	0-11.0				9	0-06.0	
		424-2 ए	0-07.5				3	0-01.5	
							8	0-00.5	

1	2	3	4	5
नागापट्टिनम् तरंगमवाडी 27-मेमाथुर			10	0-00.5
			14	0-08.0
			192-1	0-03.0
			2	0-03.0
			152-11	0-04.0
			12	0-03.0
			13	0-02.0
			14	0-02.0
			151-17	0-06.5
			21	0-02.0
			22	0-03.0
			15	0-04.0
			150-9	0-06.0
			10	0-04.5
			11	0-04.0
			149	0-02.0
			147-2 ए	0-02.0
			2 बी	0-00.5
			146	0-03.0
			199-1 ए	0-05.5
			200-1 ए	0-17.5
			1 बी	0-06.5
			202-5	0-02.0
			9	0-08.0
			10	0-03.0
			8	0-03.0
			11	0-01.0
			12	0-03.0
			7	0-01.0
			201-1	0-02.0
			2 ए	0-00.5
			204-10	0-05.0
			12	0-02.5
			13	0-05.0
			205	0-13.0

1	2	3	4	5
नागापट्टिनम् तरंगमवाडी 27-मेमाथुर			207	0-03.0
			211-1 ए	0-02.0
			1 बी	0-02.5
			2	0-03.5
			4	0-03.5
			5 ए	0-02.5
			6	0-05.0
			7	0-01.0
			447	0-04.0
			योग	4-18.5

[फा. सं. एल-14014/26/04-जी.सी.]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 6th September, 2004

S.O. 2276.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of natural gas through NRM GCS to SV (1) Station Memathur pipeline project in the State of Tamil Nadu, a pipeline should be laid by the GAIL (India) Limited;

And, whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification issued under Sub-section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the laying of the pipeline under the land to the Special Tehsildar (ROU) and Competent Authority, GAIL (India) Limited, Cauveri Basin, Nagapattinam-611001 (Tamil Nadu).

SCHEDULE					1	2	3	4	5
Distt.	Tehsil	Village	Survey No.	Area to be Acquired for R.O.U. (in Hectares)	Nagapat-tinam	Nagapat-tinam	120-Kuttalam	6-2	0-14.0
								4	0-00.5
								5A1	0-07.0
								5A2	0-00.5
								5B	0-07.0
								6	0-01.0
								7-1	0-00.5
								TOTAL	2-66.0
						118-Eravanchery	199-1A1	0-08-0	
							1B	0-02.0	
							200-2A1A	0-06.0	
							2A1B	0-05.0	
							2B	0-12.5	
							3A3	0-04.5	
							3A4	0-06.0	
							196-4A1	0-00.5	
							166-2	0-02.0	
							3A	0-11.0	
							167-1	0-02.0	
							2	0-15.0	
							168-2D	0-03.0	
							169-2B	0-07.0	
							170-1	0-02.0	
							2A	0-04.0	
							2B	0-17.0	
							2D	0-08.0	
							28-2	0-02.0	
							3	0-04.0	
							4A	0-03.5	
							4B	0-00.5	
							27-1A	0-20.0	
							1B	0-15.0	
							1C	0-01.0	
							26-1	0-18.0	
							6	0-00.5	
							8	0-00.5	
							24-1	0-01.0	
							2	0-12.5	
							23	0-04.0	
							198	0-05.0	
							TOTAL	2-03.0	

1	2	3	4	5	1	2	3	4	5
Nagapat- tinam	Nagapat- tinam	155-Thuraiyur	80 79-2 73-3 C 4 5 72-2 A 2 B 71-3 5 9 67	0-04.5 0-21.0 0-05.0 0-06.0 0-01.5 0-16.0 0-07.0 0-07.0 0-01.0 0-01.5 0-07.0	Nagapat- tinam	Nagapat- tinam	145-Segal	5 6 103 101-1 A 3 2 C1B 2 C5 102-1A 85-1A 84-3B2 3 B3 87-5 B 6 7 88-4 83-5 7 82-	0-06.0 0-11.0 0-02.5 0-01.5 0-20.0 0-15.0 0-00.5 0-03.0 0-32.0 0-04.0 0-08.5 0-01.0 0-07.0 0-08.0 0-10.0 0-01.0 0-01.0 0-07.0
			TOTAL	0-76.0				TOTAL	2-98.0
		145-Segal	152-2 153-1 2 B 150-2 A 149-1 2 148-2 A 2 B 142-1 2 B 143-1C 1 B 124- 123- 115-2 A 114-1 2 B 110-1 A 1 B 2 2 3 4	0-09.0 0-01.5 0-11.0 0-23.0 0-01.0 0-19.0 0-19.5 0-09.0 0-01.0 0-04.0 0-04.0 0-32.5 0-07.0 0-01.0 0-04.0 0-01.0 0-07.0 0-01.0 0-00.5 0-01.5 0-00.5 0-01.0		54-Seeyatha- mangai	157 158-2 6 4 A 4 B 159-1 2 A 4 6 152-1 2 3 4 7 A 8 B 9 10	0-03.5 0-01.0 0-01.5 0-02.0 0-08.5 0-00.5 0-03.5 0-00.5 0-00.5 0-02.0 0-15.0 0-13.0 0-02.0 0-01.5 0-03.0 0-06.0 0-03.0	

[illegible]

1	2	3	4	5	1	2	3	4	5
Nagapat-	Nagapat-	57-Thenpidagai	48-4	0-03.0	Nagapat-	Nagapat-	57-Seshamoolai	25	0-00.5
-tinam	-tinam		9	0-01.0	-tinam	-tinam		17-	0-07.0
			49	0-03.0				TOTAL	1-61.0
			50-1 A	0-03.0			55- Ilayathangudy	116-5 BI	0-00.5
			7	0-02.0				6	0-14.0
			8	0-10.5				7 A	0-01.0
			51	0-07.0				7 B	0-08.0
			TOTAL	1-85.5				9	0-02.5
		57-Seshamoolai	79/1	0-09.0				94-	0-02.0
			76/1	0-00.5				91-2	0-04.0
			2	0-14.0				93-	0-33.5
			75-1	0-05.0				85-4	0-05.0
			69-2 A	0-06.5				3	0-01.0
			2 B	0-09.0				5	0-06.0
			3	0-04.5				6	0-03.5
			4	0-00.5				84-9	0-01.5
			57-1	0-06.5				10	0-04.0
			2	0-02.0				11	0-01.0
			58-2	0-16.0				12	0-12.0
			3	0-01.0				82-6	0-09.0
			6	0-12.0				TOTAL	1-08.5
			34-1	0-07.0			53-Eravadi	105-3	0-05.0
			35-	0-10.0				104	0-09.0
			13-4	0-06.5				103	0-46.0
			5	0-01.5				101	0-38.0
			6	0-02.0				100	0-24.0
			7	0-01.0				99	0-02.5
			8	0-02.5				106	0-05.0
			9	0-04.0				TOTAL	1-29.5
			10 A	0-02.0			62-Nalladi	226-1A	0-04.5
			10 B	0-05.0				1 B	0-60.0
			14-	0-04.0				2	0-03.0
			15-	0-02.5				227	0-08.0
			16-22	0-03.0				228	0-01.5
			23	0-08.0				231	0-49.0
			24	0-08.0				235	0-08.5

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1	2	3	4	5
Nagapat-	Taranga-	54-Kothankudy	2	0-04.5
-tinam	-mbadi		148-1	0-20.0
			3	0-00.5
			149-1	0-05.0
			2	0-14.5
			150-1 A	0-02.5
			1 B	0-03.0
			2	0-11.0
			142-3 B	0-09.0
			10	0-06.0
			141-1	0-00.5
			2	0-03.5
			3	0-00.5
			4	0-09.5
			TOTAL	2-56.5
		51- Thiruvilayattam	445	0-25.0
			511	0-02.0
			453	0-07.0
			456-3	0-18.5
			6	0-02.0
			7	0-02.0
			457	0-02.0
			463-1	0-02.0
			4	0-08.5
			464-3 A	0-07.5
			4	0-10.0
			470-1	0-01.0
			2	0-01.0
			3	0-01.5
			8	0-01.0
			9	0-01.0
			12	0-01.0
			13	0-01.5
			16	0-01.5
			17	0-01.5
			29	0-00.5

1	2	3	4	5
Nagapat-	Taranga-	51-Thiruvilayattam	31	0-02.0
-tinam	-mbadi		10	0-02.0
			26	0-02.0
			28	0-02.0
			32	0-01.0
			469-3	0-18.0
			264-2	0-01.0
			3	0-02.0
			4	0-03.0
			266-4	0-06.5
			5	0-10.0
			249	0-01.5
			248-1	0-21.0
			247-1	0-24.0
			246-1	0-04.5
			2	0-02.5
			3	0-01.5
			4	0-01.0
			5	0-00.5
			243-	0-02.0
			235-2	0-07.0
			3	0-07.5
			4	0-01.0
			5	0-00.5
			243-	0-02.0
			235-2	0-08.0
			3	0-07.5
			4	0-22.0
			234-1	0-06.0
			2	0-06.0
			3	0-03.5
			5	0-02.0
			233-	0-03.0
			TOTAL	2-64.0
		41-Ichangudi	149-1	0-07.0
			2	0-15.5

1	2	3	4	5
Nagapat-	Taranga-	41-Ichangudi	150	0-04.0
-tinam	-mbadi		156	0-02.0
			173-2	0-08.0
			4	0-09.0
			174-3	0-04.0
			4	0-06.5
			175-2	0-17.0
			176-1	0-09.0
			2	0-09.0
			177-1	0-01.5
			2	0-13.0
			181-1	0-08.0
			2B	0-20.5
			190	0-02.0
			202-4	0-03.5
			1B	0-02.0

TOTAL 1-41.5

42-Narasingana-	152-1	0-10.0
-tham	2 A	0-05.5
	2 B 1	0-02.5
	2 B 2	0-03.5
	3	0-25.5
	148-3	0-20.0
	146	0-14.5
	144	0-01.0
	137-1	0-18.0
	2	0-00.5
	138-1 A	0-05.0
	1 B	0-05.0
	2	0-10.0
	140	0-15.0
	126-4	0-23.5
	122-2	0-15.0
	119	0-02.5

TOTAL 1-80.5

1	2	3	4	5
Nagapat-	Taranga-	27-Memathur	444	0-04.0
-tinam	-mbadi		441-8	0-09.5
			4	0-07.5
			5	0-04.0
			442-2	0-08.0
			9	0-11.0
			424-2 A	0-07.5
			2 B	0-01.0
			3	0-04.0
			5	0-04.5
			422-1	0-02.5
			2	0-08.0
			3	0-10.5
			407	0-01.5
			418-1	0-09.0
			2	0-06.0
			417-1	0-05.5
			2	0-11.5
			416-1A	0-08.0
			1 B	0-17.0
			415-1	0-06.0
			2	0-05.0
			174-2	0-00.5
			3	0-08.5
			4	0-06.0
			5	0-01.5
			175	0-04.0
			183-9 A	0-09.5
			9 B	0-04.5
			9 C	0-18.0
			184-1	0-01.5
			2	0-05.0
			3	0-06.5
			4 B	0-01.0
			4 C	0-04.5
			7	0-03.5
			191-1	0-09.5

1	2	3	4	5
Nagapat-	Taranga-	27-Memathur	6	0-01.0
-tinam	-mbadi		7	0-05.5
			9	0-06.0
			3	0-01.5
			8	0-00.5
			10	0-00.5
			14	0-08.0
			192-1	0-03.0
			2	0-03.0
			152-11	0-04.0
			12	0-03.0
			13	0-02.0
			14	0-02.0
			151-17	0-06.5
			21	0-02.0
			22	0-03.0
			15	0-04.0
			150-9	0-06.0
			10	0-04.5
			11	0-04.0
			149	0-02.0
			147-2 A	0-02.0
			2 B	0-00.5
			146	0-03.0
			199- 1A	0-05.5
			200- 1A	0-17.5
			1 B	0-06.5
			202-5	0-02.0
			9	0-08.0
			10	0-03.0
			8	0-03.0
			11	0-01.0
			12	0-03.0
			7	0-01.0
			201-1	0-02.0
			2 A	0-00.5
			204-10	0-05.0

1	2	3	4	5
Nagapat-	Taranga-	27-Memathur	12	0-02.5
-tinam	-mbadi		13	0-05.0
			205	0-13.0
			207	0-03.0
			211- 1A	0-02.0
			1 B	0-02.5
			2	0-03.5
			4	0-03.5
			5A	0-02.5
			6	0-05.0
			7	0-01.0
			447	0-04.0
TOTAL				4-18.5

[F.No.L-14014/26/04 G.P.]

S. B. MANDAL, Under Secy.

नई दिल्ली, 6 सितम्बर, 2004

का. आ. 2277.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि तमिलनाडु राज्य में एन. आर. एम. जी. सी. एस-एस. वी. (1) स्टेशन मेमाथुर पाइपलाइन परियोजना तक प्राकृतिक गैस के परिवहन के लिए गेल (इंडिया) लिमिटेड द्वारा, एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता हो उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में, विशेष तहसीलदार (आर. ओ. यू.) एवं सक्षम प्राधिकारी, गेल (इण्डिया) लिमिटेड, कावेरी बेसिन, नागापट्टिनम- 611001 (तमिलनाडु) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची					1	2	3	4	5
जिला	तहसील	गाँव	सर्वे नं.	आर. ओ. यू. अर्जित करने के लिए क्षेत्रफल (हेक्टेयर में)	थिरुवरूर	नन्तिलम	8-थिरुक्कोट्टारम	9	0-01.0
								11	0-04.0
								13	0-06.0
								14	0-07.0
								41-1ए	0-09.5
थिरुवरूर	नन्तिलम	8-थिरुक्कोट्टारम	86-2ए3	0-21.0				2	0-01.0
			2ए6	0-15.5				1सी	0-09.0
			89-2सी1ए	0-05.5				51-1	0-01.0
			2सी2	0-04.5				2ई	0-00.5
			2बी	0-02.5				54-1	0-01.0
			3ए	0-04.5				7सी	0-18.0
			7	0-09.5				7डी	0-02.0
			4	0-01.0				55-22	0-05.5
			90-2ए8	0-02.5				23	0-08.5
			2ए7	0-08.0				26	0-10.0
			101-2ए2डी/3	0-18.0				2डी	0-03.0
			2बी	0-05.0				39-	0-03.5
			2ए2बी	0-04.0				38-1	0-01.0
			2ए3	0-08.0				3एच	0-01.0
			2ए4	0-06.0				154-1	0-01.0
			5	0-00.5				2ए	0-20.0
			97-	0-04.5				2बी	0-06.0
			98-	0-13.5				3	0-01.0
			45-	0-03.5				154-4	0-19.0
			43-1	0-02.0				156-4बी	0-12.0
			42-1	0-01.0				5	0-01.0
			2ए	0-05.0				6	0-17.5
			5	0-05.0				159-1	0-20.5
			6	0-04.0				6	0-02.5
			8	0-01.0				7	0-00.5
			3	0-01.0				160-	0-04.5
			42-4ए	0-03.0				योग	3-60.0
			10	0-02.5					

1	2	3	4	5
थिरुवरूर	नन्निलम	30-वेलंगुडी	122/1	0-01.5
			2	0-12.0
			3	0-16.0
			123/7	0-17.0
			8	0-01.0
			129/3बी	0-02.5
			5	0-19.5
			132-	0-05.0
			योग	0-74.5
		7-मुकुन्दनुर	118-1ए	0-01.5
			1बी	0-06.5
			1सी	0-07.5
			117	0-21.0
			114-1	0-24.0
			108	0-24.0
			109-1ए	0-15.5
			1बी	0-00.5
			2	0-11.5
			103	0-28.0
			95-1ए	0-12.5
			1बी	0-01.0
			104-1ए	0-06.0
			2बी	0-00.5
			94-1	0-03.5
			2	0-10.5
			89-5	0-01.5
			7	0-20.0
			2	0-04.0
			90-3	0-13.5
			4	0-25.0
			85-8	0-10.0

1	2	3	4	5
थिरुवरूर	नन्निलम	7-मुकुन्दनुर	83-2बी2	0-18.5
			82-4	0-00.5
			5ए	0-02.0
			5बी	0-15.5
			79-3ए	0-08.5
			3बी	0-07.0
			4ए	0-04.5
			4बी	0-00.5
			75-2	0-16.0
			73	0-03.0
			योग	3-24.0

[फा. सं. एल-14014/26/04-जी.पी.]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 6th September, 2004

S.O. 2277.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of natural gas through NRM GCS to SV (1) Station Memathur pipeline project in the State of Tamilnadu, a pipeline should be laid by the GAIL (India) Limited;

And, whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification issued under Sub-section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the laying of the pipeline under the land to the Special Tehsildar (ROU) and Competent Authority, GAIL (India) Limited, Cauveri Basin, Nagapattinam- 611001 (Tamilnadu),

SCHEDULE

1	2	3	4	5
Thiruvarur	Nanni-	8-Thirukkotta	41-1A	0-09.5
	lam	ram	2	0-01.0
			IC	0-09.0
			51-1	0-01.0
			2E	0-00.5
			54-1	0-01.0
			7C	0-18.0
			7D	0-02.0
			55-22	0-05.0
			23	0-08.5
			26	0-10.0
			2D	0-03.0
			39-	0-03.5
			38-1	0-01.0
			3H	0-01.0
			154-1	0-01.0
			2A	0-20.0
			2B	0-06.0
			3	0-01.0
			154-4	0-19.0
			156-4B	0-12.0
			5	0-01.0
			6	0-17.5
			159-1	0-20.5
			6	0-02.5
			7	0-00.5
			160-	0-04.5
			TOTAL	3-60.0
			30-Velangudy	122/1
				2
				3
				123/7
				8
				129/3B
				5
				132-
			TOTAL	0-74.5

Distt.	Tehsil	Village	Survey No.	Area to be Acquired for R.O.U. (in Hectares)
1	2	3	4	5
Thiruvarur	Nanni-	8-Thirukkotta-	86-2A3	0-21.0
	lam	ram	2A6	0-15.5
			89-2C1A	0-05.5
			2C2	0-04.5
			2B	0-02.5
			3A	0-04.5
			7	0-09.5
			4	0-01.0
			90-2A8	0-02.5
			2A7	0-08.0
			101-2A2D/3	0-018.0
			2B	0-05.0
			2A2B	0-04.0
			2A3	0-08.0
			2A4	0-06.0
			5	0-00.5
			97-	0-04.5
			98-	0-13.5
			45-	0-03.5
			43-1	0-02.0
			42-1	0-01.0
			2A	0-05.0
			5	0-05.0
			6	0-04.0
			8	0-01.0
			3	0-01.0
			42-4A	0-03.0
			10	0-02.5
			9	0-01.0
			11	0-04.0
			13	0-06.0
			14	0-07.0

1	2	3	4	5
Thiruvapur	Nannilam 7-Mukundanur	118-1A	0-01.5	
		1B	0-06.5	
		1C	0-07.5	
		117	0-21.0	
		114-1	0-24.0	
		108	0-24.0	
		109-1A	0-15.5	
		1B	0-00.5	
		2	0-11.5	
		103	0-28.0	
		95-1A	0-12.5	
		1B	0-01.0	
		104-1A	0-06.0	
		2B	0-00.5	
		94-1	0-03.5	
		2	0-10.5	
		89-5	0-01.5	
		7	0-20.0	
		2	0-04.0	
		90-3	0-13.5	
		4	0-25.0	
		85-8	0-10.0	
		83-2B2	0-18.5	
		82-4	0-00.5	
		5A	0-02.0	
		5B	0-15.5	
		79-3A	0-08.5	
		3B	0-07.0	
		4A	0-04.5	
		4B	0-00.5	
		75-2	0-16.0	
		73	0-03.0	
TOTAL			3-24.0	

[F. No. L-14014/26/04-G.P.]

S. B. MANDAL, Under Secy.

नई दिल्ली, 6 सितम्बर, 2004

का. आ. 2278.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पांडिचेरी केन्द्र शासित प्रदेश में एन. आर. एम. जी. सी. एस.-एस. वी. (1) स्टेशन मेमाथुर पाइपलाइन परियोजना तक प्राकृतिक गैस के परिवहन के लिए गेल (इंडिया) लिमिटेड द्वारा, एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में, विशेष तहसीलदार (आर. ओ. यू.) एवं सक्षम प्राधिकारी, गेल (इण्डिया) लिमिटेड, कावेरी बेसिन, नागापट्टिनम- 611001 (तमिलनाडु) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

जिला	तहसील	गाँव	सर्वे नं.	आर. ओ. यू. अर्जित करने के लिए क्षेत्रफल (हेक्टेयर में)
1	2	3	4	5
कराइकल	कराइकल	17-ठेननकुडी	9-1	0-02.5
			2	0-01.5
			3ए	0-13.5
			4	0-01.0
			7-1	0-13.0
			6-3	0-21.0
			4	0-01.5
			13-4ए	0-13.0
			5-3	0-02.0
			1	0-21.5

1	2	3	4	5	1	2	3	4	5
कराइकल	कराइकल	17-डेनकुडी	2	0-01.5	कराइकल	कराइकल	3-सेयुर	197-7	0-05.0
			4-6	0-00.5				8	0-02.0
			23-1	0-02.5				195-6	0-12.5
			3	0-11.5				5ए	0-12.5
			4	0-01.0				5बी	0-00.5
			5	0-12.0				196-1	0-01.0
			6	0-01.5				4	0-21.0
			22-1	0-11.0				5	0-01.5
			2	0-17.0				201-6	0-05.0
			21-6	0-01.5				2	0-09.0
			7	0-12.0				1	0-05.0
			8	0-12.5				8	0-02.0
			20-5	0-14.5				202-3	0-03.0
			16	0-01.0				4	0-13.0
			50-4	0-12.0				204-2	0-12.0
			5	0-02.0				205-2	0-18.0
			50-6	0-02.5				3	0-08.0
			3	0-01.5				206-2	0-14.0
			51-1	0-01.0				187-	0-02.0
			2	0-01.0				186-2	0-01.0
			3	0-03.0				257-1	0-01.5
			4	0-03.0				2	0-00.5
			5	0-05.0				3	0-12.0
			6	0-16.0				4	0-04.0
			13	0-01.0				260-	0-05.0
			56-2	0-12.0				261-2ए	0-48.5
			55-3ए	0-20.0				263-1	0-01.0
			2ए	0-01.0				2	0-18.0
			2बी	0-03.0				265-4	0-04.0
			1ए	0-02.0				5	0-14.5
			1बी	0-10.0				6	0-00.5
			3बी	0-00.5				270-1	0-01.0
			57-1बी	0-05.0				2	0-06.0
			2	0-01.0				3	0-01.5
			58-1	0-02.0				4	0-11.5
			2	0-02.0				271-1	0-00.5
			4	0-01.0				3	0-00.5
								269-3	0-20.0
			योग	2-98.5				योग	2-98.5

1	2	3	4	5	1	2	3	4	5
कराइकल	कराइकल	2-नल्लजहुन्दुर	215-2	0-06.0	कराइकल	कराइकल	2-नल्लजहुन्दुर	2	0-00.5
			3	0-03.0				3	0-31.0
			4	0-03.5				179-4	0-01.0
			216-2	0-06.0				13	0-05.5
			3	0-03.0				180-	0-04.0
			4	0-04.5				181-	0-06.5
			5	0-16.5				186-1	0-01.5
			1	0-01.0				7	0-05.0
			205-	0-05.5				8	0-17.0
			206-3	0-03.5				9	0-01.5
			4	0-04.5				14	0-10.0
			5	0-05.0				योग	3-06.5
			2	0-01.0					
			7	0-14.0					
			204-1	0-16.0					
			139-	0-04.0					
			141-1	0-01.5					
			11	0-00.5					
			7	0-10.0					
			6	0-03.5					
			8	0-12.0					
			142-3	0-31.0					
			147-7	0-01.5					
			8	0-03.0					
			9	0-05.0					
			148-1	0-02.0					
			2	0-16.5					
			162-1	0-04.5					
			3	0-01.0					
			4	0-17.5					
			6	0-03.0					
			5	0-06.0					
			166-	0-06.0					
			173-1	0-01.5					

[फा. सं. एल-14014/26/04-जी.पी.]

एस. बी. मण्डल, अवसर सचिव

New Delhi, the 6th September, 2004

S. O. 2278.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of natural gas through NRM GCS to SV (1) Station Memathur pipeline project in the Union Territory of Pondicherry, a pipeline should be laid by the GAIL (India) Limited;

And, whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification issued under Sub-section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the laying of the pipeline under the land to the Special Tehsildar (ROU) and Competent Authority, GAIL (India) Limited, Cauveri Basin, Nagapattinam- 611001 (Tamilnadu).

SCHEDULE					1	2	3	4	5
Distt.	Tehsil	Village	Survey No.	Area to be Acquired for R.O.U. (in Hectares)	Karaikkal	Karaikkal	17-Thennankudy	3	0-03.0
								4	0-03.0
								5	0-05.0
								6	0-16.0
Karaikkal	Karaikkal	17-Thennankudy	9-1	0-02.5				13	0-01.0
			2	0-01.5				56-2	0-12.0
			3A	0-13.5				55-3A	0-20.0
			4	0-01.0				2A	0-01.0
			7-1	0-13.0				2B	0-03.0
			6-3	0-21.0				1A	0-02.0
			4	0-01.5				1B	0-10.0
			13-4A1	0-13.0				3B	0-00.5
			5-3	0-02.0				57-1B	0-05.0
			1	0-21.5				2	0-01.0
			2	0-01.5				58-1	0-02.0
			4-6	0-00.5				2	0-02.0
			23-1	0-02.5				4	0-01.0
			3	0-11.5				TOTAL	2-98.5
			4	0-01.0			3-Sethur	197-7	0-05.0
			5	0-12.0				8	0-02.0
			6	0-01.5				195-6	0-12.5
			22-1	0-11.0				5A	0-12.5
			2	0-17.0				5B	0-00.5
			21-6	0-01.5				196-1	0-01.0
			7	0-12.0				4	0-21.0
			8	0-12.5				5	0-01.5
			20-5	0-14.5				201-6	0-05.0
			16	0-01.0				2	0-09.0
			50-4	0-12.0				1	0-05.0
			5	0-02.5				8	0-02.0
			50-6	0-02.5				202-3	0-03.0
			3	0-01.5				4	0-13.0
			51-1	0-01.0				204-2	0-12.0
			2	0-01.0				205-2	0-18.0

[F. No. L-14014/26/04 G.P.]
S. B. MANDAL, Under Secy.

नई दिल्ली, 8 सितम्बर, 2004

का. आ. 2279.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की नीचे दी गई अनुसूची में यथा उल्लिखित तारीखों की अधिसूचना संख्या का. आ. द्वारा उन अधिसूचनाओं से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया था;

और केन्द्रीय सरकार ने, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमियों में, सभी विल्लंगमों से मुक्त उपयोग का अधिकार पेट्रोनेट सी सी के लिमिटेड में निहित किया था;

और सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दी है कि मोटर स्प्रीट, उच्च कोटि का मिट्टी का तेल और उच्च वेग डीजल के परिवहन के लिए केरल राज्य में भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड के इरिम्पानम संस्थापन, इरिम्पानम, कोची से तामिलनाडु राज्य में करूर तक उक्त भूमि में पाइपलाइन बिछाई जा चुकी है, अतः उस भूमि के बारे में, जिसका संक्षिप्त विवरण इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट किया गया है, ऐसे प्रचालन को तामिलनाडु में समाप्त किया जाए;

अतः अब, केन्द्रीय सरकार पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग का अधिकार का अर्जन) नियम, 1963 के नियम 4 के स्पष्टीकरण-1 के अधीन अपेक्षानुसार उक्त अनुसूची के स्तंभ 7 में उल्लिखित तारीखों को तामिलनाडु राज्य में प्रचालन की समाप्ति की तारीखों के रूप में घोषित करती है।

अनुसूची

क्रम	का.आ.न.व. सं. तारीख समाप्ती	गाँव का नाम	तहसील	जिला	राज्य	प्रचालन की तारीख
1	2	3	4	5	6	7
1.	1208, ता. 26-4-1999	मेट्टुपालयम (ईस्ट)	कांगयम	इरोड	तामिलनाडु	30-06-2001
		मेट्टुपालयम (वेस्ट)	कांगयम	इरोड	तामिलनाडु	31-05-2001
		वीरचोलापुरम	कांगयम	इरोड	तामिलनाडु	31-05-2001
		कांगयम	कांगयम	इरोड	तामिलनाडु	30-11-2001
		कडैयुर	कांगयम	इरोड	तामिलनाडु	30-04-2001
		संबंदनपालयम	कांगयम	इरोड	तामिलनाडु	30-04-2001
		वीरनमपालयम	कांगयम	इरोड	तामिलनाडु	31-05-2001
2.	1612 ता. 2-5-1999	आतुर	करूर	कारूर	तामिलनाडु	31-08-2001
		पुन्नम	अरवक्कुरुचि	कारूर	तामिलनाडु	31-08-2001
		पवीत्रम	अरवक्कुरुचि	कारूर	तामिलनाडु	31-07-2001
		करूडयमपालयम	अरवक्कुरुचि	कारूर	तामिलनाडु	31-07-2001
		परमती	अरवक्कुरुचि	कारूर	तामिलनाडु	31-07-2001
		मुन्नुर	अरवक्कुरुचि	कारूर	तामिलनाडु	31-07-2001
		तेन्नीलै (ईस्ट)	अरवक्कुरुचि	कारूर	तामिलनाडु	31-07-2001
		तेन्नीलै (वेस्ट)	अरवक्कुरुचि	कारूर	तामिलनाडु	31-07-2001
		मोंजनुर (ईस्ट)	अरवक्कुरुचि	कारूर	तामिलनाडु	30-06-2001
		मोंजनुर (वेस्ट)	अरवक्कुरुचि	कारूर	तामिलनाडु	30-06-2001

1	2	3	4	5	6	7
3.	1825	कंडैनकोइल	तीरूपुर	कोइम्बतुर	तामिलनाडु	31-07-2001
	ता. 16-06-1999	अलगुमलै	तीरूपुर	कोइम्बतुर	तामिलनाडु	30-11-2001
		नोर्थ अवीनाशीपालयम	तीरूपुर	कोइम्बतुर	तामिलनाडु	31-07-2001
		तोंगट्टीपालयम	तीरूपुर	कोइम्बतुर	तामिलनाडु	31-07-2001
		उगयनुर	तीरूपुर	कोइम्बतुर	तामिलनाडु	31-07-2001
		गणपतीपालयम	पल्लडम	कोइम्बतुर	तामिलनाडु	31-12-2001
		नारनापुरम	पल्लडम	कोइम्बतुर	तामिलनाडु	30-06-2001
		पल्लडम	पल्लडम	कोइम्बतुर	तामिलनाडु	30-06-2001
		सुकपालयम	पल्लडम	कोइम्बतुर	तामिलनाडु	30-06-2001
		कोडंगोपालयम	पल्लडम	कोइम्बतुर	तामिलनाडु	30-06-2001
		कादमबडा	पल्लडम	कोइम्बतुर	तामिलनाडु	31-05-2001
		कांगयमपालयम	पल्लडम	कोइम्बतुर	तामिलनाडु	30-11-2001
		सुलुर	पल्लडम	कोइम्बतुर	तामिलनाडु	31-05-2001
		इरूगुर	पल्लडम	कोइम्बतुर	तामिलनाडु	31-03-2001
		निलमबुर	पल्लडम	कोइम्बतुर	तामिलनाडु	31-05-2001
		मदुकरै	कोइम्बतुर साउथ	कोइम्बतुर	तामिलनाडु	30-04-2001
		तीरूमालयमपालयन	कोइम्बतुर साउथ	कोइम्बतुर	तामिलनाडु	30-04-2001
		पीच्चनुर	कोइम्बतुर साउथ	कोइम्बतुर	तामिलनाडु	30-04-2001
4.	2867	मेट्टुपालयम (ईस्ट)	कांगयम	इरोड	तामिलनाडु	30-06-2001
	ता. 29-9-1999	मेट्टुपालयम (वेस्ट)	कांगयम	इरोड	तामिलनाडु	31-05-2001
		किरचोलपुरम	कांगयम	इरोड	तामिलनाडु	31-05-2001
		पच्चापालयम	कांगयम	इरोड	तामिलनाडु	31-05-2001
		वीरनामपालयम	कांगयम	इरोड	तामिलनाडु	31-05-2001
		कांगयम	कांगयम	इरोड	तामिलनाडु	30-11-2001
		कडैयुर	कांगयम	इरोड	तामिलनाडु	30-04-2001
		संबंधमपालयम	कांगयम	इरोड	तामिलनाडु	30-04-2001
5.	2941	आतुर	करूर	करूर	तामिलनाडु	31-08-2001
	ता. 08-10-1999	पुन्नम	अरवक्कुरुचि	करूर	तामिलनाडु	31-08-2001
		पवीथर्म	अरवक्कुरुचि	करूर	तामिलनाडु	31-07-2001
		करूडायामपालयम	अरवक्कुरुचि	करूर	तामिलनाडु	31-07-2001
		पारामती	अरवक्कुरुचि	करूर	तामिलनाडु	31-07-2001
		मुन्नुर	अरवक्कुरुचि	करूर	तामिलनाडु	31-07-2001
		तेनीलै (ईस्ट)	अरवक्कुरुचि	करूर	तामिलनाडु	31-07-2001
		तेनीलै (वेस्ट)	अरवक्कुरुचि	करूर	तामिलनाडु	31-07-2001
		मोंजनुर (ईस्ट)	अरवक्कुरुचि	करूर	तामिलनाडु	30-06-2001
		मोंजनुर (वेस्ट)	अरवक्कुरुचि	करूर	तामिलनाडु	30-06-2001

1	2	3	4	5	6	7
6. 3178	कंडैनकोइल	तीरूपुर	कोइम्बतुर	तामिलनाडु	31-07-2001	
ता. 04-11-1999	अलगुमलै	तीरूपुर	कोइम्बतुर	तामिलनाडु	30-11-2001	
	नोर्थ अवीनाशीपालयम	तीरूपुर	कोइम्बतुर	तामिलनाडु	31-07-2001	
	तोंगट्टीपालयम	तीरूपुर	कोइम्बतुर	तामिलनाडु	31-07-2001	
	उगयनुर	तीरूपुर	कोइम्बतुर	तामिलनाडु	31-07-2001	
	गणपतीपालयम	पल्लडम	कोइम्बतुर	तामिलनाडु	31-12-2001	
	नारनापुरम	पल्लडम	कोइम्बतुर	तामिलनाडु	30-06-2001	
	पल्लडम	पल्लडम	कोइम्बतुर	तामिलनाडु	30-06-2001	
	सुककपालयम	पल्लडम	कोइम्बतुर	तामिलनाडु	30-06-2001	
	कोडंगीपालयम	पल्लडम	कोइम्बतुर	तामिलनाडु	30-06-2001	
	कादमबडा	पल्लडम	कोइम्बतुर	तामिलनाडु	31-05-2001	
	कांगयमपालयम	पल्लडम	कोइम्बतुर	तामिलनाडु	30-11-2001	
	सुलुर	पल्लडम	कोइम्बतुर	तामिलनाडु	31-05-2001	
	इरुगुर	पल्लडम	कोइम्बतुर	तामिलनाडु	31-03-2001	
	निलमबुर	पल्लडम	कोइम्बतुर	तामिलनाडु	31-05-2001	
	मदुकुरै	कोइम्बतुर साउथ	कोइम्बतुर	तामिलनाडु	30-04-2001	
	तीरूमालयमपालयम	कोइम्बतुर साउथ	कोइम्बतुर	तामिलनाडु	30-04-2001	
	पीच्चनुर	कोइम्बतुर साउथ	कोइम्बतुर	तामिलनाडु	30-04-2001	
7. 163	कांगयम	कांगयम	इरोड	तामिलनाडु	30-11-2001	
ता. 12-01-2000						
8. 2084	मदुकुरै	कोइम्बतुर साउथ	कोइम्बतुर	तामिलनाडु	30-04-2001	
ता. 18-09-2000	कांगयमपालयम	पल्लडम	कोइम्बतुर	तामिलनाडु	30-11-2001	
	कादमबडी	पल्लडम	कोइम्बतुर	तामिलनाडु	31-05-2001	
	उगयनुर	तीरूपुर	कोइम्बतुर	तामिलनाडु	31-07-2001	
	नोर्थ अवीनाशीपालयम	तीरूपुर	कोइम्बतुर	तामिलनाडु	31-07-2001	
	थोंगट्टीपालयम	तीरूपुर	कोइम्बतुर	तामिलनाडु	31-07-2001	
9. 1220	मदुकुरै	कोइम्बतुर साउथ	कोइम्बतुर	तामिलनाडु	30-04-2001	
ता. 31-05-2001	सीरपालयम	कोइम्बतुर साउथ	कोइम्बतुर	तामिलनाडु	31-12-2001	
	ओडीरपालयम	पल्लडम	कोइम्बतुर	तामिलनाडु	31-12-2001	
10. 825	आतुर	कारूर	कारूर	तामिलनाडु	31-05-2004	

1	2	3	4	5	6	7
ता. 26-03-2004	मोंजनुर (वेस्ट)	अरवकुरीची	करूर	तामिलनाडु	30-05-2004	
	तेन्नीलै (ईस्ट)	अरवकुरीची	करूर	तामिलनाडु	31-05-2004	
	तेन्नीलै (वेस्ट)	अरवकुरीची	करूर	तामिलनाडु	31-05-2004	
	परमाती	अरवकुरीची	करूर	तामिलनाडु	31-05-2004	
	पुन्नम	अरवकुरीची	करूर	तामिलनाडु	31-05-2004	
	कांगयम	कांगयम	इरोड	तामिलनाडु	31-05-2004	
	वीरनमपालयम	कांगयम	इरोड	तामिलनाडु	31-05-2004	
	वीरसोहापुरम	कांगयम	इरोड	तामिलनाडु	31-05-2004	
	मेट्टुपालयम (वेस्ट)	कांगयम	इरोड	तामिलनाडु	31-05-2004	
	संबंदमपालयम	कांगयम	इरोड	तामिलनाडु	31-05-2004	
	कांडीयनकोइल	तीरूपुर	कोइम्बतुर	तामिलनाडु	31-05-2004	
	अलगुमलै	तीरूपुर	कोइम्बतुर	तामिलनाडु	31-05-2004	
	नॉर्थ अविनाशीपालयम	तीरूपुर	कोइम्बतुर	तामिलनाडु	31-05-2004	
	गणपतीपालयम	पल्लडम	कोइम्बतुर	तामिलनाडु	31-05-2004	
	नारनापुरम	पल्लडम	कोइम्बतुर	तामिलनाडु	31-05-2004	
	ओडीरपालयम	पल्लडम	कोइम्बतुर	तामिलनाडु	31-05-2004	
	पट्टनम	पल्लडम	कोइम्बतुर	तामिलनाडु	31-05-2004	
	इरूगुर	पल्लडम	कोइम्बतुर	तामिलनाडु	31-05-2004	
	सरकार अग्रहारा वेल्ललुर	कोइम्बतुर सौथ	कोइम्बतुर	तामिलनाडु	31-05-2004	
	सीरपालयम	कोइम्बतुर सौथ	कोइम्बतुर	तामिलनाडु	31-05-2004	
	मलुमचमपट्टी	कोइम्बतुर सौथ	कोइम्बतुर	तामिलनाडु	31-05-2004	
	मदुकरै	कोइम्बतुर सौथ	कोइम्बतुर	तामिलनाडु	31-05-2004	
	तीरूमलीयमपालयम	कोइम्बतुर सौथ	कोइम्बतुर	तामिलनाडु	31-05-2004	

[फा. सं. आर-31015/3/2001-ओ आर-II]

हरीश कुमार, अवर सचिव

New Delhi, the 8th September, 2004

S. O. 2279.— Whereas, by the notifications of the Government of India in the Ministry of Petroleum and Natural Gas numbers S.O. and dates as mentioned in the Schedule below issued under Sub-section (1) of Section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government acquired the right of user in the the lands, specified in the Schedule appended to those notifications;

And, whereas, in exercise of the powers conferred by Sub-section (4) of Section 6 of the said Act, the Central Government vested the right of user in the said lands, free from all encumbrances, in the Petronet CCK limited;

And whereas, the competent authority has made a report to the Central Government that the pipeline for the purpose of transport of motor spirit, superior kerosene oil and high speed diesel from the Irimpanam installation of Bharat Petroleum Corporation Limited, Irimpanam, Kochi in the State of Kerala to Karur in the State of Tamil Nadu has been laid in the said lands, so the operation may be terminated in the State of Tamil Nadu in respect of said lands the description of which in brief is specified in the Schedule annexed to this notification;

Now, therefore, as required under explanation-1 of rule 4 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Rules, 1963, the Central Government hereby declares the dates mentioned in column 7 of the said Schedule as the dates of termination of operation in the State of Tamil Nadu.

SCHEDULE

Sl. No.	S.O. No. and Date	Name of Village	Taluk	District	State	Date of Termination
1	2	3	4	5	6	7
1.	1208, Dated 26-4-1999.	Mettupalayam (East)	Kangayam	Erode	Tamil Nadu	30-06-2001
		Mettupalayam (West)	Kangayam	Erode	Tamil Nadu	31-05-2001
		Veeracholapuram	Kangayam	Erode	Tamil Nadu	31-05-2001
		Kangayam	Kangayam	Erode	Tamil Nadu	30-11-2001
		Kadaiyur	Kangayam	Erode	Tamil Nadu	30-04-2001
		Sambandampalayam	Kangayam	Erode	Tamil Nadu	30-04-2001
		Veeranampalayam	Kangayam	Erode	Tamil Nadu	31-05-2001
2.	1612, Dated 02-06-1999	Athur	Karur	Karur	Tamil Nadu	31-08-2001
		Punnam	Aravakkurichi	Karur	Tamil Nadu	31-08-2001
		Pavithram	Aravakkurichi	Karur	Tamil Nadu	31-07-2001
		Karudayampalayam	Aravakkurichi	Karur	Tamil Nadu	31-07-2001
		Paramathy	Aravakkurichi	Karur	Tamil Nadu	31-07-2001
		Munnur	Aravakkurichi	Karur	Tamil Nadu	31-07-2001
		Thennilai (East)	Aravakkurichi	Karur	Tamil Nadu	31-07-2001
		Thennilai (West)	Aravakkurichi	Karur	Tamil Nadu	31-07-2001
		Monjanur (East)	Aravakkurichi	Karur	Tamil Nadu	30-06-2001
		Monjanur (West)	Aravakkurichi	Karur	Tamil Nadu	30-06-2001
3.	1825, Dated 16-06-1999	Kandiankoil	Tiruppur	Coimbatore	Tamil Nadu	31-07-2001
		Alagumalai	Tiruppur	Coimbatore	Tamil Nadu	30-11-2001
		North Avanashipalayam	Tiruppur	Coimbatore	Tamil Nadu	31-07-2001
		Thongattipalayam	Tiruppur	Coimbatore	Tamil Nadu	31-07-2001
		Ugayanur	Tiruppur	Coimbatore	Tamil Nadu	31-07-2001
		Ganapathipalayam	Palladam	Coimbatore	Tamil Nadu	31-12-2001
		Naranapuram	Palladam	Coimbatore	Tamil Nadu	30-06-2001
		Palladam	Palladam	Coimbatore	Tamil Nadu	30-06-2001
		Sukkampalayam	Palladam	Coimbatore	Tamil Nadu	30-06-2001
		Kodangipalayam	Palladam	Coimbatore	Tamil Nadu	30-06-2001
		Kadambadi	Palladam	Coimbatore	Tamil Nadu	31-05-2001
		Kangayampalayam	Palladam	Coimbatore	Tamil Nadu	31-11-2001
		Sulur	Palladam	Coimbatore	Tamil Nadu	31-05-2001
		Irugur	Palladam	Coimbatore	Tamil Nadu	31-03-2001
		Neelambur	Palladam	Coimbatore	Tamil Nadu	31-05-2001
		Madukkarai	Coimbatore South	Coimbatore	Tamil Nadu	30-04-2001
		Thirumalayampalayam	Coimbatore South	Coimbatore	Tamil Nadu	30-04-2001
		Pichanur	Coimbatore South	Coimbatore	Tamil Nadu	30-04-2001

1	2	3	4	5	6	7
4.	2867, Dated 29-09-1999	Mettupalayam (East)	Kangayam	Erode	Tamil Nadu	30-06-2001
		Mettupalayam (West)	Kangayam	Erode	Tamil Nadu	31-05-2001
		Veeracholapuram	Kangayam	Erode	Tamil Nadu	31-05-2001
		Pachapalayam	Kangayam	Erode	Tamil Nadu	31-05-2001
		Veeranamapalayam	Kangayam	Erode	Tamil Nadu	31-05-2001
		Kangayam	Kangayam	Erode	Tamil Nadu	30-11-2001
		Kadaiyur	Kangayam	Erode	Tamil Nadu	30-04-2001
		Sambandampalayam	Kangayam	Erode	Tamil Nadu	30-04-2001
5.	2941, Dated 08-10-1999	Athur	Kaur	Karur	Tamil Nadu	31-08-2001
		Punnam	Aravakkurichi	Karur	Tamil Nadu	31-08-2001
		Pavithram	Aravakkurichi	Karur	Tamil Nadu	31-07-2001
		Karudayampalayam	Aravakkurichi	Karur	Tamil Nadu	31-07-2001
		Paramathy	Aravakkurichi	Karur	Tamil Nadu	31-07-2001
		Munnur	Aravakkurichi	Karur	Tamil Nadu	31-07-2001
		Thennilai (East)	Aravakkurichi	Karur	Tamil Nadu	31-07-2001
		Thennialai (West)	Aravakkurichi	Karur	Tamil Nadu	31-07-2001
		Monjanur (East)	Aravakkurichi	Karur	Tamil Nadu	30-06-2001
		Monjanur (West)	Aravakkurichi	Karur	Tamil Nadu	30-06-2001
6.	3178, Dated 04-11-1999	Kandiankoil	Tiruppur	Coimbatore	Tamil Nadu	31-07-2001
		Algaumalai	Tiruppur	Coimbatore	Tamil Nadu	30-11-2001
		North Avanashipalayam	Tiruppur	Coimbatore	Tamil Nadu	31-07-2001
		Thongattipalayam	Tiruppur	Coimbatore	Tamil Nadu	31-07-2001
		Ugayanur	Tiruppur	Coimbatore	Tamil Nadu	31-07-2001
		Ganapathipalayam	Palladam	Coimbatore	Tamil Nadu	31-12-2001
		Naranapuram	Palladam	Coimbatore	Tamil Nadu	30-06-2001
		Palladam	Palladam	Coimbatore	Tamil Nadu	30-06-2001
		Sukkampalayam	Palladam	Coimbatore	Tamil Nadu	30-06-2001
		Kodangipalayam	Palladam	Coimbatore	Tamil Nadu	30-06-2001
		Kadambadi	Palladam	Coimbatore	Tamil Nadu	31-05-2001
		Kangayampalayam	Palladam	Coimbatore	Tamil Nadu	30-11-2001
		Sulur	Palladam	Coimbatore	Tamil Nadu	31-05-2001
		Irugur	Palladam	Coimbatore	Tamil Nadu	31-03-2001
		Neelambur	Palladam	Coimbatore	Tamil Nadu	31-05-2001
		Madukkarai	Coimbatore South	Coimbatore	Tamil Nadu	30-04-2001
		Thirumalayampalayam	Coimbatore South	Coimbatore	Tamil Nadu	30-04-2001
		Pichanur	Coimbatore South	Coimbatore	Tamil Nadu	30-04-2001

1	2	3	4	5	6	7
7.	163, Dated 12-01-2000	Kangayam	Kangayam	Erode	Tamil Nadu	30-11-2001
8.	2084, Dated 18-09-2000	Madukkarai	Coimbatore South	Coimbatore	Tamil Nadu	30-04-2001
		Kangayampalayam	Palladam	Coimbatore	Tamil Nadu	30-11-2001
		Kadambadi	Palladam	Coimbatore	Tamil Nadu	31-05-2001
		Ugayanur	Tiruppur	Coimbatore	Tamil Nadu	31-07-2001
		North Avanashipalayam	Tiruppur	Coimbatore	Tamil Nadu	31-07-2001
		Thongattipalayam	Tiruppur	Coimbatore	Tamil Nadu	31-07-2001
9.	1220, dated 31-05-2001	Madukkarai	Coimbatore South	Coimbatore	Tamil Nadu	30-04-2001
		Seerapalayam	Coimbatore South	Coimbatore	Tamil Nadu	31-12-2001
		Odderpalayam	Palladam	Coimbatore	Tamil Nadu	31-12-2001
10.	825, Dated 26-03-2004	Athur	Karur	Karur	Tamil Nadu	31-05-2004
		Monjanur (West)	Aravakkurichi	Karur	Tamil Nadu	31-05-2004
		Thennilai (East)	Aravakkurichi	Karur	Tamil Nadu	31-05-2004
		Thennilai (West)	Aravakkurichi	Karur	Tamil Nadu	31-05-2004
		Paramathi	Aravakkurichi	Karur	Tamil Nadu	31-05-2004
		Punnam	Aravakkurichi	Karur	Tamil Nadu	31-05-2004
		Kangayam	Kangayam	Erode	Tamil Nadu	31-05-2004
		Veeranampalayam	Kangayam	Erode	Tamil Nadu	31-05-2004
		Veerasozhapuram	Kangayam	Erode	Tamil Nadu	31-05-2004
		Mettupalayam (West)	Kangayam	Erode	Tamil Nadu	31-05-2004
		Sambandampalayam	Kangayam	Erode	Tamil Nadu	31-05-2004
		Kandiankoil	Tiruppur	Coimbatore	Tamil Nadu	31-05-2004
		Alagumalai	Tiruppur	Coimbatore	Tamil Nadu	31-05-2004
		North Avanashipalayan	Tiruppur	Coimbatore	Tamil Nadu	31-05-2004
		Ganapathipalayam	Palladam	Coimbatore	Tamil Nadu	31-05-2004
		Naranapuram	Palladam	Coimbatore	Tamil Nadu	31-05-2004
		Odderpalayam	Palladam	Coimbatore	Tamil Nadu	31-05-2004
		Pattanam	Palladam	Coimbatore	Tamil Nadu	31-05-2004
		Irugur	Palladam	Coimbatore	Tamil Nadu	31-05-2004
		Sarcar Agrahara Vellalur	Coimbatore South	Coimbatore	Tamil Nadu	31-05-2004
		Seerapalayam	Coimbatore South	Coimbatore	Tamil Nadu	31-05-2004
		Malumichampatti	Coimbatore South	Coimbatore	Tamil Nadu	31-05-2004
		Madukkarai	Coimbatore South	Coimbatore	Tamil Nadu	31-05-2004
		Thirumaliampalayam	Coimbatore South	Coimbatore	Tamil Nadu	31-05-2004

[F. No. R.31015/3/2001-OR-II]

HARISH KUMAR, Under Secy.

श्रम मंत्रालय

नई दिल्ली, 12 अगस्त, 2004

का. आ. 2280.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, सी.आई.पी.ई.टी. प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चैन्नई (संदर्भ संख्या 78/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-2004 को प्राप्त हुआ था।

[सं० एल-42012/207/2001-आईआर (सी-II)]

एन.पी. केशवन, डैस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 12th August, 2004

S.O. 2280.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 78/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Central Institute of Plastic Engg. & Tech. (CIPET) and their workmen, was received by the Central Government on 12-8-2004.

[No. L-42012/207/2001-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI**

Thursday, the 24th June, 2004

PRESENT:

K. Jayaraman, Presiding Officer

Industrial Dispute No. 78/2002

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Central Institute of Plastic Engg. & Technology (CIPET) and their workman.

BETWEEN:

Sri R. Jayaraman

..... I Party/Petitioner

AND

The Deputy Director,
Central Institute of Plastic
Engineering & Technology
(CIPET), Chennai

..... II Party/Management

APPEARANCE:

For the Workman : M/s. G. Muthukrishnan &
S. Velayudham, Advocates.

For the Management : M/s. K. Rajkumar & K. Vasu
Venkat, Advocates.

AWARD

The Central Government, Ministry of Labour vide Notification Order No. L-42012/207/2001-IR(CM-II) dated 6-8-2002 has referred the following industrial dispute to this Tribunal for adjudication :—

“Whether the claim of Shri R. Jayaraman for reinstatement with back wages is legal and justified? If not, to what relief the workman is entitled?”

2. After the receipt of the reference, it was taken on file as I.D. No. 78/2002 and notices were issued to both the parties and both the parties entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner in the Claim Statement are briefly as follows :—

The I Party/Petitioner has passed his HSC and passed ITI Turner trade in 1992. Further, he was taken in apprenticeship in year 1993-94 at Ashok Leyland Ltd., in machine shop section. He was trained in Lathe for one year under apprenticeship and after his successful completion of apprenticeship a certificate was also issued by Ashok Leyland Ltd. He has also appeared for apprenticeship examination in Turner. He worked as turner in Rajan Industries Corporation which manufactures spare parts for pulverising machines. After that to gain experience he joined in KCP as Company Apprenticeship in vertical boring machines. Subsequently, he joined Foam India Ltd. as Junior machinist as full time employee. There he saw an advertisement in The Hindu dated 12-7-98 given by CIPET calling for employment in CIPET and after interview he was appointed as Lathe Operator in CIPET and the CIPET has directed him to join the institute with a condition that they would be giving training for one week and then after one week he can do any work independently on regular basis. After one week's training, he was given regular appointment on 1-11-98 on a consolidated pay of Rs. 1700. He was on full time employment and he was a regular employee. He has completed the work given by his superiors independently without any supervision. He was also particularly entrusted with ISRO work which will clearly show that he was a fully technically qualified person to complete the work. If he is a trainee, he would not have entrusted the ISRO work. While so, all of a sudden without any rhyme or reason i.e. without issuing any termination order, the management has directed him on 19-7-2000 not to come for work to CIPET from 31-7-2000 onwards. When the petitioner has asked for reason, they have not stated

anything. The petitioner cannot be removed from service without any termination order in writing. Therefore, the petitioner has raised the dispute and on its failure, it was referred to this Tribunal. Hence, the petitioner prays that an award may be passed in his favour directing the Respondent to reinstate the petitioner into service with all back wages from 31-7-2000 onwards.

4. As against this, the Respondent in its Counter Statement contended that the II Party Central Institute of Plastic Engineering & Technology, no doubt invited applications from eligible candidates for operator trainees through an advertisement in The Hindu on 12-7-98. It was also categorically mentioned that during the training period, the trainees will be paid only stipend of Rs. 1500 per month. In response to the advertisement, the I Party petitioner among others applied and was also selected as trainee. The nature of training programme was such that he was to acquaint himself in CNC machine as a trainee operator to assist certain specific job work and also to assist short term training programme. It was made clear even at the inception that the training programme is purely for a short term and he will not be continued or absorbed in employment for further or longer period thereby continue to pay stipend. He was also well in advance informed that due to sudden drop in the admission of students for short terms courses and job orders in CNC machines, it was no longer possible to continue the petitioner as a trainee and the training programme may be discontinued at any moment. The petitioner was never appointed as an employee of the respondent and no appointment order was given to him. He was not paid any wages by the II party but only stipend. Therefore, the Petitioner cannot be stated to be a workman of the II party management. In the advertisement nowhere it is stated that is for employment, but it is stated only for trainee. The averment that he was appointed as lathe operator is denied. The averment that the Petitioner has received a consolidated amount of Rs. 1700/- as pay is also denied. The I Party was asked to operate machines to do job work under the guidance of a Senior Technical Assistant/officer of the Respondent/Management. Few operations of ISRO work was given to the Petitioner along with a team under close supervision of Senior Technical Officers of respondent. It is also false to allege that he was entrusted with the job of giving training to students of CIPET. As per the Govt. of India directions no fresh appointment to any post could be made or being made and hence no one has been appointed in the place of retired employees so far. The Petitioner was never entrusted with job of manufacturing moulds. Since no appointment order was issued to petitioner, signifying his employment as a workman, the question of issuance of termination order also does not arise. CIPET being an educational institution, it does not undertake job orders commercially

on regular basis. Therefore, the II Party Management could not even be called as industry as per definition of I.D. Act. The status of trainee is a mere contract, the same will not confer any permanency because it is not an appointment. After being discontinued from the training, the I party has been working in a company thus earning wages on rich experience gained from the II Party Management's training. Hence, the Respondent prays to dismiss the claim of the Petitioner with costs.

5. Again the I Party/Petitioner has filed a rejoinder disputing each and every allegations made by the II Party/Management in its Counter Statement. Mainly in the rejoinder he alleged that for the trainee operators, the stipend was fixed as Rs. 1500/- per month but a consolidated pay of Rs. 1700/- was given to him. The Petitioner has independently executed the work according to the specification given by his superiors. In the ISRO work, no one was supervised the work of the Petitioner and directed him how he should execute the work. In the salary register, the I Party has been shown as lathe operator. It is false to allege that he was to acquaint himself in CNC machines as a trainee operator to assist certain specific job. When he worked with the II Party/Management, the Petitioner never went near CNC machines nor assisted in any short term training programme. The Petitioner worked as only a full time employee. The Petitioner has acknowledged the receipt of salary in pay register maintained for regular employees. The II Party/Management has acted in a manner unbecoming of a Central Govt. organisation by making false contentions in the Counter Statement to deny the rights of the Petitioner as a regular employee.

6. In these circumstances, the points for my consideration are—

- (i) "Whether the claim of the Petitioner for reinstatement with back wages is legal and justified?"
- (ii) "To what relief, the Petitioner is entitled?"

Point No. 1 :—

7. The admitted fact in this case is that the Respondent/Management has called for Operator Trainees in 'The Hindu' dated 12-7-98 and the Petitioner has submitted an application for the same and he was appointed for the post. It is the Petitioner's allegations that even though they have called for Operator Trainees, he was appointed as lathe Operator on 26-10-1998, after the Respondent satisfied with the qualification of the Petitioner. On the other hand, on the side of the Respondent, it is contended that the Petitioner was selected any as a Operator Trainee and he was not appointed for regular post. The II Party/Management CIPET is an Educational and Research Institution surviving grant-in-aid of the Central Govt. and it is not a commercial organisation and

when there is sudden drop in the admissions of students for short term courses and job orders in CNC machines, it was not possible for the Respondent to continue the Petitioner as a trainee and, therefore, he has been disengaged and the Petitioner was not at all given any regular employment. Moreover, in the advertisement itself it is mentioned only for Operator Trainees and not for regular employees and in the advertisement, the stipend is fixed as Rs. 1500/- per month and it was revised to Rs. 1700/- and it was not wages as alleged by the Petitioner and it is only a stipend. Therefore, the main question before this Tribunal is only "Whether the Petitioner has been taken as a regular employee or Operator Trainee?"

8. On the side of the I Party, the Petitioner has examined himself as WW1 and produced 21 documents as Ex. W1 to W21. On the side of the Respondent/Management, one Mr. Rajendran, Senior Accounts Officer was examined as MW1 and three documents were marked as Ex. M1 to M3. Out of the documents filed by the Petitioner Ex. W1 to W16 are documents related to the Petitioner's qualification and also the certificates issued to him. Ex. W17 and W18 are alleged to have been given by the Respondent as work specification card. Ex. W19 is the security endorsement and Ex. 20 is the copy of vehical indent and Ex. W21 is the the copy of invoice for the outside purchase. As against this, the Respondent has produced xerox copy of the advertisement published in 'The Hindu' as Ex. M1 and a copy the formal appointment order issued to regular employees of the Respondent/Management as Ex. M2 and a copy of salary bill of regular employees as Ex. M3.

9. The learned counsel for the Petitioner contended that even though in the advertisement "The Hindu" the Respondent/Management required Operator Trainees for CNC machinist, Jig Boring & Cylindrical Grinding and Tool & Die making, he has been posted only as a Lathe Operator and he has not been given any training in CNC machines. Further, in the advertisement they have fixed stipend for training as Rs. 1500/- on the other hand, after satisfying with the performance of the Petitioner in the operation, the Respondent have fixed the salary of the Petitioner as consolidated pay of Rs. 1700/- per month. Under such circumstances, it cannot be said that the Petitioner was taken only as a trainee. The learned counsel for the Petitioner further contended that the Petitioner was under the control of Senior Technical Officers. Mr. Moses, Mr. Karuppaswamy and Mr. Sigamani. But, these persons were not examined in this case to disprove the contention of the Petitioner, on the other hand, one Senior Accounts Officer of the Respondent, who has no technical knowledge was examined on the side of the Respondent/Management and therefore, the evidence given by the Respondent witness is not an evidence in this case and even though, it was denied by the

Respondent that the Petitioner was not taken as a regular employee, the evidence produced before this Tribunal by the Petitioner will certainly prove that the Petitioner had worked as a regular employee and he has been paid a consolidated salary of Rs. 1700/-. It is his further contention that if the Petitioner was taken as a trainee, training must be given only for ten or twelve months, on the other hand, the Petitioner has worked more than twenty two months. Under such circumstances, it cannot be held that the Petitioner was working as a trainee operator. Further, even in the Claim Statement, the Petitioner has stated that he has paid Rs. 1700 as consolidated pay, on the other hand, in the Counter Statement, the Respondent denied the payment of Rs. 1700 to the Petitioner as consolidated pay and further contended that the Petitioner was paid only Rs. 1500 till his disengagement. But, on the other hand, in the evidence of MW1, the Senior Accounts Officer has deposed that the Petitioner was paid Rs. 1700 and the stipend was subsequently enhanced from Rs. 1500. The Petitioner's advocate argued that it is only an after thought and they have not produced the salary register to prove whether the amount of Rs. 1500 was raised to Rs. 1700 or a consolidated amount of Rs. 1700 was paid to the Petitioner as salary. The Petitioner has filed a notice to produce documents, on the other hand, the Respondent/Management has not produced the document of Pay Register. Therefore, the Tribunal can take adverse inference that if the pay register is produced by the Respondent before this Tribunal, it will prove that the Petitioner has received only a salary of Rs. 1700 as consolidated amount. Further, the documents Ex. W5 compensatory leave application, wherein the the Petitioner has mentioned only as the lathe operator and it was not disputed by the Respondent /Management while sanctioning the leave. Even in the records, they have mentioned as a staff. further, one Mr. Thirugnasambantham who was mentioned as reliever for the Petitioner and it was admitted by the Respondent side witness that Thirugnasambantham has got more than 30 years of service and therefore, while trained officer was deputed as a reliever for the Petitioner, in such circumstances, it can be held that the Petitioner has worked as an independent lathe operator and it is alleged that he was worked only as a trainee operator for the purpose of this case. From the evidence of the Petitioner and documents, it is clearly established that the Petitioner has done the work in ISRO specifications and he has done this job work independently to the satisfaction of his superiors and from the job cards produced to the Petitioner, it is clear that independent work was given to the Petitioner and he has worked only as a regular employee and not as a trainee operator and if he has been appointed as a trainee operator, no independent work and no job card will be issued to him and these circumstances will clearly prove that the Petitioner has

worked only as a regular worker and not as a trainee.

10. As against this, on the side of the Respondent, it is contended that under Ex. M1 Central Institute of Plastics Engineering & Technology (CIPET) invited applications from eligible candidates for Operator Trainees and at no stretch of imagination, it can be contended that the Petitioner was taken as a regular employee. If really, the Petitioner was taken as a regular employee, there must have been an appointment order. On the other hand, the Petitioner has not produced any appointment order to substantiate his claim. No doubt, the Petitioner has produced some job work cards issued by the Respondent but, it is not proved before this Court whether the job work mentioned in the job cards are sophisticated works, further, whether it is a unskilled work or skilled work there is no mention. Under such circumstances, merely on the basis of documents Ex. W7, W17 and W18 produced by the Petitioner, the Tribunal cannot come to a conclusion that independent job work was given to the Petitioner. Further, the Petitioner no doubt has produced acknowledgement receipt for a certificate and also salary requisition letter in which it is mentioned that salary was recommended w.e.f. 11/98, but, merely because by producing these documents, the Petitioner cannot contend that he was paid only salary. If really, he was appointed on regular basis, no recommendation by the supervisor is necessary to give salary as mentioned in the documents because for a regular employee, even in the appointment order itself, his salary and other allowances must be mentioned. On the other hand, being a trainee he has given this letter confirming the joining date to the office and the Petitioner's supervisor need not know whether it is a stipend or salary. Under such circumstances, no inference can be drawn from Ex. W6 that the Petitioner has received only salary for the work he has done. In this case, the burden of proving the fact that the Petitioner was appointed as a regular employee is on the Petitioner himself and the Tribunal cannot draw anything framed the vague inference to be drawn from the documents produced by the Petitioner. The Respondent/management is a Central Govt. institution and they cannot appoint employees without any sanction from the higher authorities and there must be budgetary provision for this, without any budgetary provision, no salary can be given to an employee and the learned counsel for the Respondent has relied on the rulings of various High Courts and Supreme Court to that effect. The first authority relied on by the counsel for the Respondent is 1996 II SCC 341 UNION OF INDIA AND OTHERS Vs. BISHAMBER DUTT, wherein the Supreme Court has held that "*since they are not appointed on regular basis in accordance with rules, the direction issued by the Tribunal to regularise the service is obviously illegal. The view taken by the Tribunal since they were regularly working for a long time, they are entitled to regularisation is also not valid. We do not appreciate the stand taken by the Tribunal, unless they*

were appointed on regular basis according to rules, after consideration of the claims on merits, there is no question of regularisation of service." The second authority relied on by the counsel for the Respondent is 2000 II LLJ 775 FACTORY MANAGER, CIMMCO WAGON FACTORY Vs. VIRENDRA KUMAR SHARMA AND ANOTHER, wherein the Supreme Court has held that "*Respondent was taken as an apprentice for the given periods referred to in the award. He was paid a monthly stipend. There was no appointment letter issued to the Respondent.....It was factually established that the Respondent was not a workman, hence raising a presumption under section 103 of the Factories Act in his favour was not correct. "Further it is held that "the facts that are not in dispute are that the Respondent was taken as an apprentice for the given periods in Ex. M1 and M2 referred to in the Award. He was paid a monthly stipend of Rs. 250/- per month during apprenticeship period and after the expiry of training period, the appellant company shall not under obligation to give employment to the Respondent. There was no appointment letter issued to the Respondent and no material was placed before the Labour Court to show that any salary was paid to the Respondent at any time apart from the stipend of Rs. 250 per month..... There was no evidence on record to indicate that either GPF or ESI were deducted from the salary of Respondent, as he was not being paid any salary. Having regard to the evidence placed on record, the Labour Court held the Respondent was not a workman" and dismissed the contention of the Respondent/Workman. The third authority relied on by the learned counsel for the Respondent is 2001 9 SCC 394 wherein the Supreme Court while dealing with the matter in which the High Court has given a direction to the Management to accommodate the employees in the vacancies, the Supreme Court has held that "*when the management has stated that there was no vacancy, we really fail to understand how the Court can issue a Writ of Mandamus in the nature issued in the present case*". The fourth case relied on by the learned counsel for the Respondent is 1997 2 SCC 1 ASHWANI KUMAR AND OTHERS Vs. STATE OF BIHAR AND OTHERS, wherein the Supreme Court has held that "*whether they are posts or vacancies they must be backed up by budgetary provisions so as to be included within permissible infrastructure of the scheme. Any posting which is dehors the budgetary grant and on a non-existing vacancy would be outside the sanctioned scheme and would remain totally unauthorised. No right would accrue to the incumbent of such an imaginary or shadow vacancy.*" The learned counsel for the Respondent further argued that stipend paid to the trainees would not be said as wages and he relied on the rulings reported in 2000 II LLJ 709 EMPLOYEES'S STATE INSURANCE CORPORATION, HYDERABAD Vs. ANDHRA PRABHA PVT. LTD. VIJAYANAGAR, wherein the High Court of Andhra Pradesh has held that "*stipend paid to be trainees could not answer the definition of wages as per section 2(22) of the ESI Act*". He further contended*

that apprentice being only a trainee and not a worker and, therefore, he cannot claim relief to absorb him in employment. He further argued that before appointing a person, there must be a vacancy in that cadre and the Supreme Court has held in number of cases that without any sanction of cadre post, no one can be appointed as a regular and he relied on the rulings 1997 4 SCC 88, wherein the Supreme Court has held that *"it is now settled legal position that there should exist a post and either administrative instructions or statutory rules must be in operation to appoint a person to the post. Daily wage appointment will obviously be in relation to contingent establishment in which there cannot exist any post and it continues so long as the work exists. Under these circumstances, the Division Bench of the High Court was clearly in error in directing the appellant to regularise the service of the Respondent to the post as and when the vacancy arises and to continue him until then. The direction in the backdrop of the above facts is obviously, illegal."* Relying on these rulings, the learned counsel for the Respondent argued that in this case, the petitioner has not produced any document to show that he was appointed to the post alleged by him, on the other hand, even in the advertisement given by the Respondent in 'The Hindu' dated 12-7-98 the Respondent/Management required only Operator Trainees in CNC machines, Jig Boring & Cylindrical Grinding and Tool & Die making. Under such circumstances, it cannot be said that the petitioner was appointed regularly and he has been paid salary and not stipend. No doubt, in the Counter Statement the Respondent has denied that at no time the Petitioner was received Rs. 1700 as stipend, it is only a mistake of fact and on that ground the Tribunal can not come to a conclusion that the Petitioner was paid Rs. 1700 as consolidated pay for his regular work. Since the burden is upon the Petitioner to prove that he was appointed regularly and since he has not been produced any relevant materials before this Tribunal that he was appointed for the regular post, the Tribunal cannot conclude from mere surmises or vague inferences to be drawn from the documents. The learned counsel for the Respondent further argued that merely because Mr. Thirugnasampantham, Mr. Moses or other senior technical officers have not been examined in this case, it cannot be contended that the Petitioner has established his case. The burden of proving the fact that he was a regular employee is upon the Petitioner and he cannot take advantage of non-examination of the Respondent's technical staff in this case. When once he is not appointed for the regular post, the amount alleged to have been received by the Petitioner is only a stipend and not salary as alleged by the Petitioner. It is his further contention that if he is a regular employee, GPF subscription and other deductions in his salary must have been done, on the other hand, he has paid only as a stipend and no deduction was made in his stipend. This itself proves that the Petitioner was only appointed as a trainee and not as a

regular employee. Even assuming for argument sake that the Respondent/Management has taken him as a regular employee, there must have been an order of appointment and if the Petitioner has not produced the appointment order, the Petitioner must have been taken only as a trainee and not as a regular employee.

11. I find much force in the contention of the learned counsel for the Respondent because though the Petitioner has produced number of documents, he has not established by production of documents that he was appointed as a regular employee by the Respondent/Management. Vague inference to be drawn from the documents cannot be relied for proving the fact that he was appointed as a regular employee. Under such circumstances, I find this point against the Petitioner.

Point No. 2 :—

The next point to be decided in this case is to what relief the Petitioner is entitled?

12. In view of my foregoing findings that the Petitioner was appointed only as a Trainee Operator and not as a regular employee, I find the Petitioner is not entitled to any relief as claimed by him. No Costs.

13. Thus the reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 24th June, 2004.)

K. JAYARAMAN, Presiding Officer

Witnesses Examined :—

For the I Party/Workman : WW1 Sri R. Jayaraman

For the II Party/Management : MW.1 Sri R. Rajendran

Documents Marked :—

For the I Party/Workman :

Ex. No.	Date	Description
W1	26-04-2000	Xerox copy of the tool room job card
W2	21-07-2000	Xerox copy of the job card for machine spare
W3	17-03-99	Xerox copy of the job card for core pin
W4	05-05-2000	Xerox copy of the acknowledgement for receipt of certificate
W5	26-04-2000	Xerox copy of the compensation leave letter
W6	03-12-2000	Xerox copy of the salary requisition letter
W7	25-08-2000	Xerox copy of the interview letter

W8	19-05-98	Xerox copy of the apprentice training certificate
W9	22-05-96	Xerox copy of the CNC course certificate
W10	20-05-96	Xerox copy of the experience certificate
W11	19-04-94	Xerox copy of the apprentice training certificate
W12	Nov., 1994	Xerox copy of the National Apprenticeship certificate
W13	July, 1992	Xerox copy of the National Trade certificate
W14	March, 1989	Xerox copy of the certificate of HSC
W15	Mar., 1987	Xerox copy of the certificate of SSLC
W16	01-06-89	Xerox copy of the transfer certificate
W17	Nil	Xerox copy of the work specification given to Petitioner
W18	Nil	Xerox copy of the work specification given to Petitioner
W19	19-01-00	Xerox copy of the security endorsement for outdoor purchase
W20	08-06-99	Xerox copy of the vehicle indent.
W21	06-12-99	Xerox copy of the invoice of Tarus Marketing

For the II Party/Management :

M1	12-07-98	Xerox copy of the advertisement in The Hindu calling for Candidate for operator trainees.
M2	28-02-97/ 11-02-98	Xerox copy of the formal appointment order issued to regular employees of Respondent/Management
M3	27-09-99	Xerox copy of the salary bill for regular employees of Respondent/Management

नई दिल्ली, 12 अगस्त, 2004

का. आ. 2281.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, आई.एफ.जी.टी.बी. प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चैन्नई (संदर्भ संख्या 82/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-2004 को प्राप्त हुआ था।

[सं० एल-42012/246/2002-आई आर (सीएम-II)]

एन.पी. केशवन, डैस्क अधिकारी

New Delhi, the 12th August, 2004

S.O. 2281.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 82/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Institute of Forest Genetics and Tree Breeding and their workman, received by the Central Government on 12-8-2004.

[No. L-42012/246/2002-IR (CM-II)]

N.P. KESAVAN, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI**

Friday, the 2nd July, 2004

PRESENT:

K. JAYARAMAN, Presiding Officer

Industrial Dispute No. 82 of 2003

(In the matter of dispute for adjudication under clause (d) of sub-section (1) and sub-section (2)A of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Institute of Forest Genetics and Tree Breeding and their workman)

BETWEEN

Sri K. Rajan : I Party/Petitioner

ANDThe Director,
Institute of Forest Genetics
and Tree Breeding
Coimbatore. : II Party/Management**APPEARANCE:**For the Workman : Mr. V. V. Karthikeyan &
M. Subramaniam,
AdvocatesFor the Management : M/s. M. Veluswami &
V. Vijay Shankar,
Advocates**AWARD**

The Central Government, Ministry of Labour vide Notification Order No. L-42012/246/2002-IR (CM-II) dated 08-05-2003 has referred the following industrial dispute to this Tribunal for adjudication:—

“Whether the action of the Director of Institute of Forest Genetics and Tree Breeding, Coimbatore in

terminating the services of Shri K. Rajan, w.e.f. July, 1998 is legal and justified? If not, to what relief he is entitled to?"

2. After the receipt of the reference, it was taken on file as I.D. No. 82/2003 and notices were issued to both the parties and both the parties entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner in the Claim Statement are briefly as follows :—

The Petitioner was working with the 1st Respondent as Gardner doing nursery bed making, pot mixtures, weeding, watering the plants etc. from 20-8-86. He was being paid wages on daily rate basis and he had put in 12 years of service and his wages was revised periodically from the date of his joining the 1st Respondent. While so, all of a sudden, the Petitioner's services was terminated without any due notice or compensation whatsoever on 27-2-98. The termination of his service is incorrect, illegal and unsustainable in law. Even after the termination more than 20 juniors of the Petitioner are still working with the Respondent. The Petitioner alone was terminated without any rhyme or reason and without following the statutory provisions, who was continuously in service for more than 240 days. Even after, several representations the Respondent has not given any reply. Therefore, the Petitioner has raised this industrial dispute. The 2nd Respondent was included in this petition in view of the fact that this Respondent is the controlling authority of the various forest departments functioning in the Country. Therefore, the Petitioner, prays that an award may be passed to reinstate the Petitioner into service with continuity of service, back wages with resultant benefits.

4. As against this, the Respondent filed a Counter Statement in which it is alleged that the 2nd Respondent is not controlling authority of various forest departments. Indian Council of Forestry Research & Education is an autonomous council coming under Ministry of Environment and Forests, Government of India Therefore, the 2nd Respondent is not a necessary party to this dispute and at no point of time, the Petitioner was engaged as Gardner or with any designation. Hence, the fact that he has been working from 20-8-86 continuously for 12 years is a false one. Further, it is not known how he has arrived at the monthly wage as Rs. 1950/-. He would have been engaged on work to work basis in field works as and when required and certainly not against any regular vacancy. Further, the field works are seasonal and it is unlikely that he would have continued for 12 years. Since the Petitioner could have worked in field works which are seasonal, the question of terminating his service as alleged will not arise and the Petitioner's services were never utilised on regular basis as claimed by him. It is false to allege that 20 juniors of the Petitioner are still working as Casual Labourers.

Hence, for all these reasons, the Respondent prays that the claim may be dismissed with costs.

5. In these circumstances, the points for my consideration are—

- (i) "Whether the allegation of the Petitioner that he worked as Gardner in the Respondent/Management is true?"
- (ii) Whether the action of the Respondent in terminating the services of the Petitioner w.e.f. July, 1998 is legal and justified?
- (iii) "to what relief, the Petitioner is entitled?"

Point No. 1 & 2 :—

6. The case of the Petitioner in this dispute is that he was working with the Respondent being a Gardner doing nursery bed making, pot mixtures, weeding, watering the plants etc. from 20-8-86 and he was paid daily wages and he has put in more than 12 years of service and while so, his service was terminated all of a sudden on 27-2-98 without any due notice or compensation. On the side of the 1 Party, the Petitioner has examined himself as WW1 and he has marked five documents namely Ex. W1 to W5. Ex. W1 is the conduct certificate given by one Mr. Sudhir Kumar, who is a Scientist in Seed Technology Division in the Institute of Forest Genetics & Tree Breeding, Coimbatore. The 2nd document filed by the Petitioner is after termination, the Petitioner has given a representation to the Government of India, Ministry of Environment & Forests and the copy of the letter from Ministry in this regard endorsed to the Petitioner is marked as Ex. W2. The third document filed by the Petitioner is copy of legal notice issued by the Petitioner. Ex. W4 and W5 are acknowledgement signed by 1st and 2nd Respondents. As against this, the Respondent contended that the Petitioner was not appointed as a Gardner and at no point of time, he was engaged as a Gardner or with any designation. In their management they used to appoint on work to work basis only in field works as and when required and there is no regular vacancy in their management as Gardner. Further, it is their allegation that this filed works are seasonal in nature and it is unlikely the Petitioner has worked for 12 years. Therefore, the burden of proving that he has worked as a Gardner in the Respondent/Management on daily wages and he has worked for more than 12 years is upon the Petitioner. But except the bald allegation, the Petitioner has not produced any document to show that he worked as a gardner from 20-8-86. Except the copy of his representation and also copy of legal notice, the Petitioner has not produced any clinching evidence to show that he has worked continuously for more than 12 years in the Respondent/Management. Though he has produced Ex. W1, the conduct certificate given by the Scientist of the Respondent/Management, there is nothing to show that he was working as Gardner in the Respondent/Management

for more than 240 days in a continuous period of 12 calendar months.

7. Under such circumstances, I find there is no substance in the contention of the Petitioner that he has worked for more than 240 days in a continuous period of twelve calendar months and he has worked for more than 12 years in the Respondent/Management. Under these circumstances, I have to believe the contention of the Respondent that there is no regular post as a Gardner in the Respondent/Management and the workers are engaged on work to work basis in the field works as and when required and further, the field works are seasonal in nature and unlikely it would be continued for endless periods. Though, the Respondent has not produced any document to prove this contention, the initial burden in this case is upon the Petitioner to prove that he has worked as a Gardner in the Respondent/Management for a continuous period of more than 240 days and since the Petitioner has not established this fact with any satisfactory evidence, I find there is no substance in the contention of the Petitioner. Further, in this case, the Petitioner alleged that his juniors more than twenty persons are still working as Gardner, but, he has not examined any one of the persons that he is working as Gardner in the Respondent/Management and also he is junior to the Petitioner. Under such circumstances, I find there is no point in the contention of the learned counsel for the Petitioner. Therefore, I find the points 1 & 2 against the Petitioner.

Point No. 3 :

The next point to be decided in this case is to what relief the Petitioner is entitled?"

8. In view of my foregoing findings, I find the Petitioner is not entitled to any relief as claimed by him. No Costs.

9. The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 2nd July, 2004.)

K. JAYARAMAN, Presiding Officer

Witnesses Examined :—

For the I Party/Workman : WWI Sri K. Rajan

For the II Party/Management : Nil

Documents Marked :—

For the I Party/Workman :

Ex. No. Date Description

W1 27-07-92 Conduct certificate of the Petitioner issued by Seed Technology Division.

W2 28-11-00 Copy of letter sent by Government of India, Ministry of Environment & Forests.

W3 14-02-02 Copy of legal notice.

W4 Nil Acknowledgement card.

W5 Nil Acknowledgement card.

For the II Party/Management : Nil

नई दिल्ली, 12 अगस्त, 2004

का. आ. 2282.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, पावर ग्रिड कोरपोरेशन ऑफ इण्डिया प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर (संदर्भ संख्या सी.जी.आई.टी.-14/2002, 15/2002, 16/2002, 17/2002 और 18/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-2004 को प्राप्त हुआ था।

[सं० एल-42012/127/2002-आईआर (सी-II);

सं० एल-42012/126/2002-आईआर (सी-II);

सं० एल-42012/128/2002-आईआर (सी-II);

सं० एल-42012/129/2002-आईआर (सी-II);

सं० एल-42012/130/2002-आईआर (सी-II)]

एन.पी. केशवन, डेस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 12th August, 2004

S.O. 2282.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-14/2002, 15/2002, 16/2002, 17/2002 & 18/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of Power Grid Corporation of India and their workman, which was received by the Central Government on 12-8-2004.

[No. L-42012/127/2001-IR (C-II);

No. L-42012/126/2001-IR (C-II);

No. L-42012/128/2001-IR (C-II);

No. L-42012/129/2001-IR (C-II);

No. L-42012/130/2001-IR (C-II)].

N. P. KESAVAN, Desk Officer

ANNEXURE**Central Government Industrial Tribunal-cum-Labour Court, Jaipur**

Case No. CGIT-14/2002, 15-2002, 16-2002, 17-2002 & 18-2002.

Reference No. L-42012/127/2002-IR(C-II)

Sh. Sita Ram Vs. Power Grid Corporation of India

Reference No. L-42012/126/2002-IR(C-II)

Sh. Munna Ram Vs. Power Grid Corporation of India

Reference No. L-42012/128/2002-IR(C-II)

Sh. Rajjo Devi Vs. Power Grid Corporation of India

Reference No. L-42012/129/2002-IR(C-II)

Sh. Ratan Lal Vs. Power Grid Corporation of India

Reference No. L-42012/130/2002-IR(C-II)

Sh. Rewar Ram Vs. Power Grid Corporation of India

PRESENT:

Presiding Officer : Sh. R.C. Sharma.
For the applicant : Sh. O. P. Gandhi & Sh. Subodh Shah.
For the non-applicant : Sh. Virendra Agarwal & Sh. Manoj Goyal
Date of award : 22-07-2004

AWARD

1. All these aforementioned five industrial disputes contain the common questions of facts and law, which are being disposed of by this common order with the consent of both the parties.

2. The Central Government in exercise of the powers conferred under Clause 'D' of sub-section 1 of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as 'the Act') has referred these industrial disputes for adjudication to this Tribunal which are reproduced as below separately.

(i) Reference No. L-42012/127/2002-IR(C-II) reads as below :

"Whether the action of the management of Power Grid Corporation of India in regularizing the services of Sh. Sita Ram, Sweeper is legal and justified? If not, to what relief the concerned workman is entitled to?"

(ii) Reference No. L-42012/126/2002-IR(C-II) runs as under :

"Whether the action of the management of Power Grid Corporation of India in regularizing the services of Sh. Munna Ram, Sweeper is legal and justified? If not, to what relief the concerned workman is entitled to?"

(iii) Reference No. L-42012/128/2002-IR(C-II) is quoted below :

"Whether the action of the management of Power Grid Corporation of India in regularizing the services of the Smt. Rajjo Devi, Sweeper is legal and justified? If not, to what relief the concerned workman is entitled to?"

(iv) Reference No. L-42012/129/2002-IR(C-II) states as under :

"Whether the action of the management of Power Grid Corporation of India in regularizing the services of Sh. Ratan Lal, Sweeper is legal and justified? If not, to what relief the concerned workman is entitled to?"

(v) Reference No. L-42012/130/2002-IR(C-II) is as follows :

"Whether the action of the management of Power Grid Corporation of India in regularizing the services of the Sh. Rewar Ram, Sweeper is legal and justified? If not, to what relief the concerned workman is entitled to?"

3. Briefly stated, the facts giving rise to these industrial disputes are that all the five workmen, viz., Sh. Sita Ram, Sh. Munna Ram, Smt. Rajjo Devi, Sh. Ratan Lal and Sh. Rewar Ram have respectively pleaded in their claim statements that they were employed by the management of Power Grid Corporation of India (for short, 'the Corporation') to the permanent post of Sweepers lying vacant in the first instance in the year 1990 respectively, who rendered the service over 10 years under the employment of the Corporation, but on 26-10-2000, their services were terminated respectively by the Corporation without following the legal provision and they were taken back on the duty after a notional break of 25 days. They have further averred that they were performing the work of similar kind to that of the regular employees which was perennial in nature. Their further averment is that they raised a demand for their regularization before the Corporation, which resulted into their termination on 5-2-2001 in violation of the legal provision. They have stated that claimant Sh. Sita Ram & other petitioners challenged their termination before the Hon'ble Rajasthan High Court, Jaipur Bench, Jaipur wherein a stay order against the termination was granted in their favour and consequently they were taken back on the duty by the Corporation w.e.f. 9-4-2001. The writ petition was disposed of on 28-3-2001 with the direction that they can raise the industrial dispute before the competent forum. They also assailed the aforesaid order of the Hon'ble Single Bench by preferring the special DB appeal, but the order of the Single Bench was affirmed

by the Hon'ble Court. They have further pleaded that the Corporation is an industry as per the definition under Section 2-J of the Act. Their submission is that the work was allotted to them by the Corporation authorities which was controlled and supervised by them and the payment was also made to them by the officers of the Corporation. They have prayed that their services be regularized on the post of the worker grade-I and the back-wages be awarded to them.

4. In turn, the non-applicant resisting the claims filed by the disputants has averred in his written statement that the disputes are not covered by Section 2(A) of the Act but is covered by Section 2(T) of the Act and that the claimants were employed by the contractors. The Corporation never employed them to the post of the Sweepers, nor there were the permanent posts of the Sweepers in the establishment. His averment is that the workmen are not the employees of the Corporation and no relationship of employer and employees exist among them. He has denied that the workman had ever continuously rendered the service to the Corporation as the Sweepers. He has further submitted that the appropriate Government has not referred these references and the Tribunal has got no jurisdiction over these disputes. It is also his submission that the Corporation is not an industry and he has specifically stated that these workmen were the employees of the contractor Sh. Rampal, who employed them to carry out the contractual assignment which was executed by the Corporation and the contractor himself. He has clarified further that the tenders were invited by the Corporation for cleaning and sweeping of the Corporation premises and the contract was accordingly executed between the contractor and the Corporation on the terms and conditions enshrined therein. He has also stated that the claimants are not the workmen as defined under Section 2-S of the Act.

5. In the rejoinder, the workmen have reiterated their stand as narrated in their claim statements respectively.

6. On the pleadings of the parties, the following points for determination were framed:—

- I. Whether the workman was engaged by the non-applicant establishment on the permanent post of Sweeper in the year 1990 after selection on the said post, but he was paid daily wages for the work performed by him?
- II. Whether the applicant was working as Sweeper under the direction and control of the non-applicant management who has continuously worked for more than 10 years?
- III. Whether the workman is entitled for regularization of his service on the said post?
- IV. Whether the dispute for regularization as espoused by an individual is not an industrial dispute and, therefore, the claim is not maintainable?

V Whether the reference is not maintainable having been done under the direction of the High Court.

VI Whether the appropriate Government has not referred this industrial dispute to this Tribunal and hence, it is not maintainable?

7. In the evidence, all the five workmen have examined themselves. In defence, the counter affidavits of MW-1, Sh. Mithilesh Kumar, Deputy GM, MW-2, Sh. Jayram Patel, Contractor, MW-3, Sh. Rampal Mahawat, Contractor and MW-4, Sh. Navin Kumar Jain, Deputy GM have been placed on the record who were cross-examined on behalf of the workmen.

8. On behalf of the workmen three documents have been brought on the record, which are annexure 1, copy of the writ petition filed by the Sita Ram and Ors., order of the Hon'ble SB dated 15-01-2002 (annexure 2) and annexure 3, the order of Hon'ble DB dated 20-02-2002. The non-applicant has exhibited as many as 22 documents.

9. I have heard both the parties and have gone through the record. The point-wise discussion follows as under:—

Point Nos. I, II & III

10. The facts pertaining to these points are inter-linked which are being discussed together.

11. The Id. representative for the workmen contends that the workmen were initially appointed in the year 1990 as Sweepers by the Corporation against the permanent posts on payment of the daily wages whose services were terminated by the Corporation and after giving the break of 25 days, they were taken back on their duties. When they raised a demand of their regularization before the Corporation, the Corporation again terminated their services. They preferred a writ petition against the termination and by virtue of the stay granted in their favour, they were again reinstated but ultimately their services were terminated w.e.f. 28-08-2002. His contention is that they had worked for more than 10 years with the Corporation whose services were terminated in violation of the legal provisions under the Act. The Id. representative for the workmen further contends that it has been pleaded that the workmen were appointed on the permanent posts after their selection. Hereby using the expression "selection", he means to say that on consideration of their applications they were employed by the Corporation on the said posts. The Id. representative has added that on the basis of the evidence of the management witnesses Sh. Mithilesh Kumar and Sh. Navin Kumar Jain, it is proved that since 1989 the work of cleaning and sweeping was being performed in the Corporation premises which is of perennial nature and further the Id. representative submits that these factors go to establish that these posts of Sweepers are

permanent in the Corporation. His contention is that for a short duration the said work of cleaning was given to the contractors and from the period 1990 to 1991, no contractor was working for the Corporation. The Id. representative has also challenged the genuineness of the contracts Ex. M-1 and M-2.

12. While elaborating his contentions, the Id. representative for the workmen contends that since the year 1990 to the year 2000, the workmen were continuously working with the Corporation except the two breaks in their services which pertain to the duration from 26-10-2000 to 18-11-2002 and 5-2-2000 to 8-4-2000.

13. Per contra, the Id. representative on behalf of the non-applicant contends that the workmen could not be able to produce any document in support of their submission that they were continuously working under the employment of the Corporation. His submission is that the agreements pertaining to the period from the year 1990 to the year 1993 could not be produced as these were not available with the Corporation, that the Corporation never employed these workmen on the said posts and the work of cleaning and sweeping was assigned to the contractors through the contracts Ex. M-1 and M-2. His submission is that the workmen were the employees of the contractors and that relationship of master and servant did not exist between the workmen and the Corporation.

14. Both the Id. representatives in support of their contentions have referred to various judgments on the point and the underlying principles therein are exhibited below.

15. In 1978 Lab. I.C. SC 1264, referred to on behalf of the Corporation, the Hon'ble Apex Court has observed as below:—

“Where a worker or group of workers labours to produce goods or services and these goods or services are for the business of another, that other is, in fact, the employer. He has economic control over the workers' subsistence, skill, and continued employment. If he, for any reason, chokes off, the worker is, virtually, laid off. The presence of intermediate contractors with whom alone the workers have immediate or direct relationship *ex contractu* is of no consequence when, on lifting the veil or looking at the conspectus of factors governing employment, we discern the naked truth, though draped in different perfect paper management, that the real employer is the Management, nor the immediate contractor.”

16. Similarly, in (2004) 1 SCC 126, relied upon by the workmen, the Hon'ble Court has laid down that for determination of the employer-employee relationship, the factors to be considered are the control, the integration, viz., the employee has been fully integrated in the employer's concern or is independent of it, the power of appointment and dismissal, the liability to pay remuneration

and deduct insurance contribution, liability to supply tools and materials, the nature of mutual obligations and terms and conditions of contract which are to be assessed. The Hon'ble Court has further observed that whether the employer retains control over the means and work to be done by the contractor, the relationship of employer-employee exists.

17. The Id. representative for the non-applicant has also drawn my attention towards the observation made by the Hon'ble Court in the decision reported in 2004 (101) FLR SC 137 which are quoted as below:—

“Determination of the vexed questions as to whether a contract is a contract of service or contract for service and whether the concerned employees are employees of the contractors has never been an easy task. No decision of this Court has laid down any hard and fast rule nor it is possible to do so. The question in each case has to be answered having regard to the fact involved therein. No single test be it control test, be it organization or any other test has been held to be the determinative factor for determinative factor for determining the jural relationship of employer and employee.”

18. Then the Hon'ble Court has further observed :

“The control test and the organization test, therefore, are not the only factors which can be said to be decisive. With a view of eliciting the answer, the Court is required to consider several factors which would have a bearing on the result: (a) who is appointing authority; (b) who is the pay master; (c) who can dismiss; (d) how long alternative service lasts; (e) the extent of control and supervision; (f) the nature of the job, e.g. whether, it is professional or skilled work; (g) nature of establishment; (h) the right to reject.”

19. The another decision referred to on behalf of the non-applicant on the point is the decision rendered by the Hon'ble Supreme Court in the Steel Authority of India's case reported in (2001) 7 SCC 1. The Hon'ble Court has dealt with this issue as to whether on a contractor engaging contract labour in connection with the work entrusted to him by a principal employer, the relationship of master and servant between him, the principal employer and the contract labour emerges. The Hon'ble Court has observed as under:—

“Where a workman is hired in or in connection with the work of an establishment by the principal employer through a contractor, he merely acts as an agent so there will be master-and -servant relationship between the principal employer and the workman. But where a workman is hired in or in connection with the work of an establishment by a contractor, either because he has undertaken to produce a given result for the establishment or because he supplies workmen for any work of the establishment, a question might arise whether the contractor is a mere camouflage as in *Jussainbhai* case and in *Indian*

Petrochemicals Corpn. Case etc.; if the answer is in the affirmative, the workman will be in fact an employee of the principal employer; but if the answer is in the negative, the workman will be a contract labour."

20. It is in the light of these observations made by the Hon'ble Apex Court that the points in issue under this title are to be analyzed and adjudicated.

21. The pivotal question, therefore, which now crops up for consideration is as to whether the relationship of employer and employees between the Corporation and the workmen existed on account of the privity of the contract or not and whether the contracts Ex. M-1 and M-2 are camouflage.

22. So far as the period of work in question is concerned, it has not been specifically mentioned in the claim statements of the workmen as to from which period they continued to work under the employment of the Corporation. However, from a perusal of the pleadings of the workmen, it appears that they had performed their duties from the year 1990 uptill 28-8-2002. Their stand is that they were employed by the Corporation who performed the work of sweeping, cleaning and dusting etc. under the direct control and supervision of the Corporation authorities. Controverting the submission made on behalf of the workmen, the Id. representative for the non-applicant has sought to contend that these workmen were never employed by the Corporation, that no relationship of master and servant existed among them and the said work of cleaning and sweeping was assigned to the contractors Sh. Rampal Mahawat and Sh. Jairam Patel through the contracts Ex. M-1 and M-2.

23. To strengthen the case, all the five workmen have examined themselves in the evidence. In their cross-examinations, they have admitted that no written appointment order was issued to them nor they were terminated by a written order. They were unable to point out as to on which date their services were terminated, who employed them in the year 1990 and which officer terminated their services. Why they were terminated from their services, they have pleaded ignorance. Further, they could not be able to answer the pertinent question, viz., the name of the officer who used to pay them the wages and have stated that they put the signatures on the vouchers after getting their wages, but they have disclosed that they had not seen the payment vouchers. It is their statement that the monthly wages were paid to them, but who disbursed the amount to them, they could not be able to name him. They could not even deny the suggestion made on behalf of the Corporation that since beginning the work of cleaning and sweeping was assigned to by the Corporation to the contractors and have stated that they are not familiar with the contractors Sh. Jairam Patel and Sh. Rampal.

24. Thus, on the one hand, the workmen have failed to produce any material documentary evidence in support

of their claims which could lead to a conclusion that they were appointed by the Corporation as its employees during the period in question or that they were terminated on behalf of the Corporation. On the other hand, their oral testimony is totally vague and indefinite which becomes untrustworthy. They could not be able to answer those pertinent questions which could suggest that they were employed by the Corporation authorities and that the work of cleaning and sweeping was allotted to them directly by the Corporation officers.

25. As against it, the Corporation has placed on record documentary as well as oral evidence to prove that the work of cleaning and sweeping was assigned by the Corporation after inviting the tenders from the contractors and that these workmen were employed by the contractors themselves and they were the employees of the contractors. MW-1, Sh. Mithilesh Kumar, DGM and MW-4, Sh. Navin Kumar Jain, DGM respectively have deposed in their affidavits that the service record of the employees belonging to the Corporation was maintained under their control and both of them have proved the contract Ex. M-1 and M-2. Their testimony has been corroborated by MW-2, Sh. Jairam Patel and MW-3, Sh. Rampal Mahawat, the contractors to whom the work was assigned by the Corporation.

26. The contract Ex. M-1 was executed on 9-10-93 and the contract Ex. M-2 was entered into between both the parties on 29-2-2000. I have carefully gone through the terms and conditions of both the contracts, which contain all the essential terms and conditions with regard to the performance of the work and the mode of the payment. Ex. M-1 says that the work will be performed as per the specifications referred to therein and the final cost of the work shall be computed on the basis of the actual quantities as may be certified by the engineer-in-charge. It also contains the rates to be given to the contractors and the terms of the payments. At item No. 1, it lays down that the cleaning consumable, etc. shall be supplied by the contractor. Similar conditions are laid down in Ex. M-2 which also prescribes that the contractor would deploy sufficient number of manpower, tools and plants at the site for timely completion of the work at the site as per the direction of the engineer-in-charge.

27. The management witnesses have been cross-examined at length in this regard on behalf of the workmen. MW-1, Sh. Mithilesh Kumar has deposed in his cross-examination that the work assigned to the contractor was supervised by the officer of the Corporation as to whether it was carried out as per the terms of the contract or not. His reply is that the officer concerned only verified the quantum of the work and not the workers. He has categorically stated that the payment of the amount was made to the contractor every month by the Corporation on completion of the assignment. MW-4, Sh. Navin Kumar Jain, DGM has stood unshaken in his cross-examination who has specifically replied to a question put on behalf of

the workmen that the workmen were not employed by the Corporation on daily wages basis. MW-2, Sh. Jairam Patel and MW-3, Sh. Rampal Mahawat have also proved the contracts Ex. M-1 and M-2 respectively. Sh. Jairam Patel has stated that the workmen were engaged by him and the wages were paid to them by him, he noted their attendance in the attendance register and the entries of the payment of wages were made into the payment registers. He has proved the copies of the payment register Ex. M-11 to M-22 which contain the names of all the five workmen. In his cross-examination, he has pointed out that he used to be present on the site in the Corporation premises from 9 am to 5 pm to supervise over the labourers. Similarly, MW-3, Sh. Rampal Mahawat has also corroborated the testimony of the other management witnesses and that the work of cleaning and sweeping was assigned to them by the Corporation from the period ranging from 11-1-2000 to 30-4-2002. He has stated in his affidavit that he marked the attendance of the workmen in the attendance register Ex. M-6 to M-10. On perusal, it is revealed that names of all the five workmen are borne on these registers. He has stated that he himself directed the workmen not to attend duty from 6-2-2001.

28. Thus, on a close scrutiny of the evidence, documentary as well as oral, adduced by both the parties on the record, it is manifestly clear that the work of cleaning and sweeping was assigned by the Corporation to the contractors who employed these workmen in order to carry out the said work, who had the supervision and control over their work and they also exercised the economic control on them. The payment of wages was made by the contractor to the workmen and there was the direct relationship of employer and employee between the immediate contractors and the workmen. No sufficient and trustworthy evidence could be led on behalf of the workmen to cast a shadow of doubt on these contracts that these are sham contract. Thus, the workmen could not be able to prove these essential elements which could establish the relationship of employer and employee between the workmen and the Corporation. In the light of the principles enunciated in the judicial pronouncements supra and on facts of the disputes, the submission made on behalf of the Corporation is strengthened that there is no relationship of employer and employee exists between the workmen and the Corporation.

29. The Id. representative for the workmen in support of his contention has referred to the following decisions which I have carefully gone through, but suffice it to say that the facts thereof having distinguishable features are not applicable to the case at hand : 1998 (93) WLC (Rajasthan) 211; 2004 (1) SCT Punjab & Haryana 609; 2000 (87) FLR SC 7; (2003) 6 SCC 528; (2003) 11 SCC 590 & (2003) 4 SCC 317.

30. On account of the foregoing discussion, it is

held that the workmen has not succeeded to establish that they are entitled for regularization of their services and all these points are answered against them.

Point No. IV

31. The Id. representative for the non-applicant contends that regularization of the service is an industrial dispute, which does not fall under Section 2(a) of the Act. Since the present dispute has not been sponsored by a Union and it remains an individual dispute. In support of his contention, the Id. representative has relied upon 1994 (2) LLJ Rajasthan 600. His contention is that on the point of regularization of service, the dispute could not be raised on behalf of the workmen individually.

32. I have considered this aspect and in the case at hand, the workmen, who are five in number, on account of their termination of services have claimed their regularization of their services rendered for a long span of time. Therefore, the provision of Section 2(A) can be attracted. In view of this matter, the contention advanced on behalf of the non-applicant cannot be sustained. The facts of the referred to case are dissimilar to the facts of the present controversy. This point, therefore, is decided against the non-applicant.

Point No. V

33. The Id. representative for the non-applicant contends that the direction rendered by the Hon'ble DB in the matter of Sita Ram & Ors. V. Power Grid Corporation of India in its order dated 20-2-2002 that the appropriate Government, if any application is filed by the appellants to forward the industrial disputes before it, may dispose of the application, is fallacious. This submission has been opposed on behalf of the workmen.

34. The Hon'ble High Court by its order supra has observed that it is deemed proper that if any petition is filed on behalf of the appellants for forwarding their industrial disputes before the appropriate Government, then the appropriate Government within the period of one month since the receipt of such petition would dispose of the petition according to law. In view of this direction to dispose of the matter as per the law by the appropriate Court, the submission canvassed by the Id. representative for the non-applicant does not appear to be well-founded and is repelled. This point is accordingly answered against the non-applicant.

Point No. VI

35. The Id. representative for the non-applicant has also submitted that the present industrial dispute ought to have been referred to by the State Government because the Power Grid Corporation of India is not included in the list shown under Section 2(a) of the Act. Hence, in the present case, the Id. representative submits that the appropriate Government is the State Government and not the Central Government.

36. On a peep at the reference order dated 27-5-2002, it reads "whereas the Central Government is of the opinion that an industrial dispute exists between the employers in relation to the management of Power Grid Corporation of India and their workman in respect to the schedule hereto annexed."

37. The aforesaid terms indicate that the Central Government has considered the industrial dispute existing between the employers in relation to the management of Power Grid Corporation of India and their workmen and after such consideration the reference was transmitted by the Central Government to this Tribunal. In relation to any industrial dispute concerning an industrial undertaking relating to the Central Government and the State Government, it is immaterial whether an order of reference is made by the Central Government or the other. Hence, in the present controversy the Central Government is the appropriate Government. Hence, the contention advanced on behalf of the non-applicant is negatived.

38. For the foregoing reasons, the workmen have not succeeded to establish their claim, which deserves to be rejected. Therefore, the reference is answered in the negative in favour of the non-applicant and against the workmen that the action of the management of Power Grid Corporation of India in not regularizing the services of the aforesaid workmen is legal and justified. An award is passed in these terms accordingly.

39. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act.

40. A copy of the award be placed in each of the connected files respectively.

R. C. SHARMA, Presiding Officer

नई दिल्ली, 12 अगस्त, 2004

का. आ. 2283.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, खादी एवं ग्रामोद्योग आयोग प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जयपुर (संदर्भ संख्या सी.जी.आई.टी.- 57/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-2004 को प्राप्त हुआ था।

[सं० एल-42012/194/2002-आई.आर. (सीएम-II)]

एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 12th August, 2004

S.O. 2283.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. CGIT-57/2003) of the Central Government Industrial Tribunal-cum-Labour Court Jaipur as shown in the Annexure in the Industrial Dispute between the management of Khadi & Village Industries Commission, and their workman, which

was received by the Central Government on 12-8-2004.

[No. L-42012/194/2002-IR (CM-II)]

N. P. KESAVAN, Desk Officer

अनुबन्ध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय,
जयपुर

प्रकरण संख्या :—सीजीआईटी-57/2003

निर्देश संख्या :—एल-42012/194/2002-आई आर (सी.एम.-II)

दिनांक : 13-10-2003

चैन सिंह,

C/o श्री के. डी. शर्मा,

सचिव, खादी कमीशन कर्मचारी यूनियन,

सी-9, देव नगर, टोंक रोड,

जयपुर।

—प्रार्थी

बनाम

निदेशक,

खादी एवं ग्रामोद्योग आयोग,

झालाना डूंगरी,

जयपुर-302004

—अप्रार्थी

उपस्थित

प्रार्थी की ओर से : श्री कैलाश चंद शर्मा, अधिवक्ता

अप्रार्थी की ओर से : श्री आर. के. शर्मा, अधिवक्ता

पंचाट की तिथि : 26-7-2004

पंचाट

1. केन्द्र सरकार के द्वारा निम्न औद्योगिक विवाद, औद्योगिक विवाद अधिनियम, 1947 (जिसे अत्र पश्चात् अधिनियम से संबोधित किया गया है) की धारा 10 की उपधारा (एक) के खंड (घ) के प्रावधानों के अंतर्गत न्याय निर्णयन हेतु इस न्यायालय को प्रेषित किया गया।

“क्या निदेशक, खादी एवं ग्रामोद्योग आयोग झालाना डूंगरी, जयपुर द्वारा श्री चैन सिंह, चपरासी को विकलांग कोटे से पदोन्नत नहीं करना एवं रोस्टर पाइन्ट का रजिस्टर नहीं बनाना उचित एवं वैध है? यदि नहीं, तो कर्मकार किस अनुतोष का हकदार है?”

2. प्रार्थी संघ की ओर से वाद विवरण के अंतर्गत संक्षिप्ततः यह अंकित किया गया है कि श्रमिक चैन सिंह की नियुक्ति निदेशक, खादी, भोपाल द्वारा चौकीदार के पद पर (नियुक्ति पत्र अनेक्सर-3) की गई, जिसका स्थानांतरण (आदेश क्रमांक 4) विपक्षी कार्यालय, जयपुर में

किया गया। श्रमिक शारीरिक रूप से विकलांग है जिसे निम्न संभाग लिपिक के पद पर विपक्षी संस्थान के परिपत्र दिनांक 4-2-1992 (अनेक्सर-7) के अनुसार विकलांग कोटे से नियुक्ति पाने का अधिकार है। प्रार्थी संघ का यह भी कथन है कि वर्ष 1994 व वर्ष 1997 के अंतर्गत उक्त पद पर नियुक्तियां विपक्षी संख्या 1 के द्वारा की गई थी, किन्तु श्रमिक को उक्त पद पर नियुक्ति नहीं की गई। अतः उसके द्वारा समझौता अधिकारी के समक्ष अपना विवाद उठाया गया। प्रार्थी संघ ने यह कथन किया है कि श्रमिक निम्न संभाग लिपिक पद पर विकलांग कोटे से पदोन्नति प्राप्त करने का नियमानुसार अधिकारी है।

3. विपक्षीगण ने अपने संयुक्त प्रतिवाद पत्र में श्रमिक की विपक्षी संस्थान में कथित नियुक्ति को स्वीकार करते हुए कथन किया है कि विपक्षी संस्थान में विकलांग कर्मचारी के कोटे में कोई पद रिक्त नहीं होने के कारण उसे पदोन्नति नहीं दी गयी तथा निदेशक (प्रशासन), मुंबई द्वारा श्रम मंत्रालय को अपने पत्र दिनांक 17-9-2002 के द्वारा सूचित किया गया था कि भारत सरकार द्वारा सीधी भर्ती पर लगाई गई रोक व विपक्षी संस्थान में कनिष्ठ लिपिक का पद रिक्त नहीं होने के कारण श्रमिक को पदोन्नति नहीं दी जा सकी है।

4. प्रार्थी संघ की ओर से प्रतिउत्तर प्रस्तुत करते हुए प्रतिवाद पत्र में वर्णित तथ्यों को अस्वीकार किया गया है।

5. दोनों पक्षों के अभिवचनों के आधार पर निम्न विवाद बिन्दु बनाये गये :—

1. Whether the workman, being a disabled employee, is entitled for the promotion to the post of Clerk? BOA
2. Whether the representation of the workman for his promotion to the post of Clerk cannot be disposed of on account of the stay issued by the Central Government? BONA
3. Relief, if any.

6. प्रार्थी संघ की ओर से साक्ष्य में श्रमिक चैन सिंह का शपथ पत्र प्रस्तुत किया गया है तथा विपक्षीगण की ओर से श्री बी.एल. मीणा, महायक निदेशक का शपथ पत्र प्रस्तुत किया गया है।

7. दोनों पक्षों द्वारा अपने पक्ष समर्थन में प्रलेखीय साक्ष्य भी प्रस्तुत की गई हैं।

8. मेरे द्वारा दोनों पक्षों को सुना गया तथा अभिलेख का अवलोकन किया गया।

9. विवाद बिन्दु संख्या 1 व 2 :—इन दो विवाद बिन्दुओं में उल्लिखित तथ्य समान प्रवृत्ति के होने के कारण इनकी एक साथ ही विवेचना की जा रही है।

10. प्रार्थी संघ की ओर से विद्वान प्रतिनिधि द्वारा यह तर्क किया गया है कि वर्ष 1994 में कनिष्ठ लिपिक का पद विपक्षी संस्थान में रिक्त था, किन्तु श्रमिक को साक्षात्कार के लिए नहीं बुलाया गया। इसी भांति 3 में 1997 में भी उक्त पद पर नियुक्ति नहीं दी गयी तथा वर्ष 2003 से

कनिष्ठ लिपिक के दो पद संस्थान में रिक्त हैं।

11. इन तर्कों का विरोध करते हुए विपक्षी प्रतिनिधि का संकथन है कि यद्यपि विपक्षी संस्थान में कनिष्ठ लिपिक के दो पद रिक्त हैं तथापि विपक्षी संख्या 1 की ओर से केन्द्रीय सरकार को श्रमिक की पदोन्नति की अनुसंशा किये जाने के उपरांत भी अनुमति प्राप्त नहीं हो सकी। उनका अग्रतर तर्क है कि केन्द्रीय सरकार द्वारा पदोन्नतियों पर प्रतिबंध लगाया गया है।

12. मैंने उक्त तर्कों पर विचार एवं मनन किया।

13. जहाँ तक श्रमिक के विपक्षी संस्थान में कार्यरत होने व विकलांग होने एवं संस्थान में कनिष्ठ लिपिक के दो पदों के रिक्त होने का प्रश्न है, यह तथ्य निर्विवादित है। प्रार्थी संस्थान की ओर से यह तर्क किया गया है कि श्रमिक के विकलांग होने के उपरांत भी उसे निम्न संभाग लिपिक के पद पर पदोन्नति नहीं दी गई है, जबकि विपक्षी प्रतिनिधि द्वारा संभाषण के मध्य निष्कपटता पूर्वक यह तर्क किया गया है कि श्रमिक की विकलांग कोटे से पदोन्नति करने हेतु विपक्षी संस्थान के द्वारा अनुसंशा केन्द्रीय सरकार को की गयी है, जहाँ से प्रस्ताव का अनुमोदन प्राप्त नहीं हुआ है। यद्यपि उनका यह कथन है कि अनुमोदन नहीं होने का कारण पदोन्नति पर केन्द्रीय सरकार द्वारा प्रतिबंध लगाया जाना है, किन्तु प्रतिबंध आदेश विपक्षीगण की ओर से प्रस्तुत नहीं किया जा सका है।

14. श्रमिक चैन सिंह ने अपने प्रतिपरीक्षण में यह कथन किया है कि विपक्षी संस्थान में कनिष्ठ लिपिकों के दो पद रिक्त हैं तथा विभाग में नई नियुक्तियों पर कोई प्रतिबंध नहीं है। विपक्षी साक्षी श्री बी.एल. मीणा द्वारा भी अपने प्रतिपरीक्षण में यह स्वीकार किया गया है कि विपक्षी संस्थान में कनिष्ठ लिपिकों के दो पद रिक्त हैं तथा विभाग में विकलांग कोटे का रोस्टर रजिस्टर तैयार नहीं किया गया है।

15. श्रमिक ने अपने पक्ष समर्थन में आरक्षण संबंधी नियम अनेक्सर 6 व परिपत्र विपक्षी कमीशन अनेक्सर 7 प्रस्तुत किये हैं, जिनके अनुसार नियुक्तियों/पदोन्नतियों में विकलांग व्यक्तियों के लिए भी आरक्षण किया गया है तथा परिपत्र दिनांक 4-2-1999 अनेक्सर 7 के अनुसार यह निर्देशित किया गया है कि विकलांग व्यक्तियों की नियुक्ति/पदोन्नति के संबंध में रिजर्वेशन रोस्टर बनाये जाये। इन प्रलेखों से श्रमिक के कथन की पुष्टि होती है।

16. साक्ष्य की उपरोक्त विवेचना के आधार पर प्रार्थी संघ द्वारा प्रस्तुत की गई अभ्यर्थना स्वीकार किये जाने योग्य है तथा इस निर्देश का अवधारण इस रूप में किया जाता है कि श्रमिक श्री चैन सिंह (चपरासी) को विकलांग कोटे से पदोन्नत नहीं करना एवं रोस्टर पाइंट का रजिस्टर नहीं बनाना अनुचित व अवैध है।

17. इस आशय का पंचाट प्रार्थी संघ के पक्ष में पास्ति किया जाता है।

18. पंचाट की प्रतिलिपियाँ केन्द्र सरकार को अधिनियम, 1947 की धारा 17 की उपधारा (1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जाए।

आर. सी. शर्मा, पीठासीन अधिकारी

नई दिल्ली, 12 अगस्त, 2004

का. आ. 2284.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, सी.आई.पी.ई.टी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चैन्नई (संदर्भ संख्या 79/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-2004 को प्राप्त हुआ था।

[सं० एल-42012/206/2001-आईआर (सीएम-II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 12th August, 2004

S.O. 2284.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 79/2002) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the Industrial Dispute between the management of Cental Institute of Plastic Engg. & Tech (CIPET) and their workman, received by the Central Government on 12-8-2004.

[No. L-42012/206/2001-IR (CM-II)]

N.P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Thursday, the 24th June, 2004

Present: K. JAYARAMAN,
Presiding Officer

INDUSTRIAL DISPUTE NO. 79/2002

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Central Institute of Plastic Engg. & Technology (CIPET) and their workman)

BETWEEN

Sri P. Paul Pandian : I Party/Petitioner

AND

The Deputy Director, : II Party/Management
Central Institute of
Plastic Engineering &
Technology (CIPET),
Chennai.

Appearances :

For the Workman : M/s. G. Muthukrishnan &
S. Velayudham, Advocates.

For the Management : M/s. K. Rajkumar & K. Vasu
Venkat, Advocates.

AWARD

The Central Government, Ministry of Labour vide Notification Order No. L-42012/206/2001-IR(CM-II) dated 6-8-2002 has referred the following industrial dispute to

this Tribunal for adjudication :—

“Whether the claim of Shri P. Paul Pandian for reinstatement with back wages is legal and justified? If not, to what relief the workman is entitled?”

2. After the receipt of the reference, it was taken on file as I.D. No. 79/2002 and notices were issued to both the parties and both the parties entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner in the Claim Statement are briefly as follows :—

The I Party/Petitioner has passed his HSC and passed ITI Machinist trade in 1995. Further, he was taken in apprenticeship in the year 1996-97 at Aquasub Engineering, Coimbatore, in machine shop section. He was trained in milling for one year under apprenticeship and after his successful completion of apprenticeship a certificate was also issued by Aquasub Engineering, Coimbatore. He has also appeared for apprenticeship examination in Machinist. He worked as Machinist in Cylindrical Grinder in Texmo Industries, Coimbatore. While working so, he saw an advertisement in The Hindu dated 12-7-98 given by CIPET calling for employment in CIPET and after interview he was appointed as Cylindrical Grinding Operator in CIPET and the CIPET has directed him to join the institute with a condition that they would be giving training for one week and then after one week he can do any work independently on regular basis. After one week's training, he was given regular appointment on 1-11-98 on a consolidated pay of Rs. 1700. He was on full time employment and he was a regular employee. He has completed the work given by his superiors independently without any supervision. He was also particularly entrusted with ISRO work which will clearly show that he was a fully technically qualified person to complete the work. If he is a trainee, he would not have entrusted the ISRO work to him. While so, all of a sudden without any rhyme or reason i.e. without issuing any termination order, the management has directed him on 19-7-2000 not to come for work to CIPET from 31-7-2000 onwards. When the petitioner has asked for reason, they have not stated anything. The petitioner cannot be removed from service without any termination order in writing. Therefore, the petitioner has raised the dispute and on its failure, it was referred to this Tribunal. Hence, the petitioner prays that an award may be passed in his favour directing the Respondent to reinstate the petitioner into service with all back wages from 31-7-2000 onwards.

4. As against this, the Respondent in its Counter Statement contended that the II Party Central Institute of Plastic Engineering & Technology, no doubt invited applications from eligible candidates for operator trainees through an advertisement in The Hindu on 12-7-98. It was also categorically mentioned that during the training period, the trainees will be paid only stipend of Rs. 1500 per month. In response to the advertisement, the I Party petitioner

among others applied and was also selected as trainee. The nature of training programme was such that he was to acquaint himself in CNC machine as a trainee operator to assist certain specific job work and also to assist short term training programme. It was made clear even at the inception that the training programme is purely for a short term and he will not be continued or absorbed in employment for further to longer period thereby continue to pay stipend. He was also well in advance informed that due to sudden drop in the admission of students for short term courses and job orders in CNC machines, it was no longer possible to continue the petitioner as a trainee and the training programme may be discontinued at any moment. The petitioner was never appointed as an employee of the respondent and no appointment order was given to him. He was not paid any wages by the II party but only stipend. Therefore, the Petitioner cannot be stated to be a workman of the II party management. In the advertisement nowhere it is stated that is for employment, but it is stated only for trainee. The averment that he was appointed as Cylindrical Grinding Operator is denied. The averment that the Petitioner has received a consolidated amount of Rs. 1700 as pay is also denied. The I Party was asked to operate machines to do job work under the guidance of a Senior Technical Assistant/Officer of the Respondent/Management. Few operations of ISRO work was given to the Petitioner along with a team under close supervision of Senior Technical Officers of respondent. It is also false to allege that he was entrusted with the job of giving training to students of CIPET. As per the Govt. of India directions no fresh appointment to any post could be made or being made and hence no one has been appointed in the place of retired employees so far. The Petitioner was never entrusted with job of manufacturing moulds. Since no appointment order was issued to petitioner, signifying his employment as a workman, the question of issuance of termination order also does not arise. CIPET being an educational institution, it does not undertake job orders commercially on regular basis. Therefore, the II Party Management could not even be called as industry as per definition of I.D. Act. The status of trainee is a mere contract, the same will not confer any permanency because it is not an appointment. After being discontinued from the training, the I party has been working in a company thus earning wages on rich experience gained from the II Party Management's training. Hence, the Respondent prays to dismiss the claim of the Petitioner with costs.

5. Again the I Party/Petitioner has filed a rejoinder disputing each and every allegations made by the II Party/Management in its Counter Statement. Mainly in rejoinder he alleged that for the trainee operators, the stipend was fixed as Rs. 1500 per month but a consolidated pay of Rs. 1700 was given to him. The Petitioner has independently executed the work according to the specification given by his superiors. In the ISRO work, no one was supervised the work of the Petitioner and directed

him how he should execute the work. In the salary register, the I Party has been shown as Jig Boring operator. It is false to allege that he was to acquaint himself in CNC machines as a trainee operator to assist certain specific job. When he worked with the II Party/Management, the Petitioner never went near CNC machines nor assisted in any short term training programme. The Petitioner worked as only a full time employee. The Petitioner has acknowledged the receipt of salary in pay register maintained for regular employees. The II Party/Management has acted in a manner unbecoming of a Central Govt. organisation by making false contentions in the Counter Statement to deny the rights of the Petitioner as a regular employee.

6. In these circumstances, the points for my consideration are—

- (i) "Whether the claim of the Petitioner for reinstatement with back wages is legal and justified?"
- (ii) "To what relief, the Petitioner is entitled?"

Point No. 1 :—

7. The admitted fact in this case is that the Respondent/Management has called for Operator Trainees in 'The Hindu' dated 12-7-93 and the Petitioner has submitted an application for the same and he was appointed for the post. It is the Petitioner's allegations that even though they have called for Operator Trainees, he was appointed as Cylindrical Grinding Operator on 26-10-1998, after the Respondent satisfied with the qualification of the Petitioner. On the other hand, on the side of the Respondent, it is contended that the Petitioner was selected only as a Operator Trainee and he was not appointed for any regular post. The II Party/Management CIPET is an Educational and Research Institution surviving grant-in-aid of the Central Govt. and it is not a commercial organisation and when there is a sudden drop in the admissions of students for short term courses and job orders in CNC machines, it was not possible for the Respondent to continue the Petitioner as a trainee and therefore, he has been disengaged and the Petitioner was not at all given any regular employment. Moreover, in the advertisement itself it is mentioned only for Operator Trainees and not for regular employees and in the advertisement, the stipend is fixed as Rs. 1500/- per month and it was revised to Rs. 1700 and it was not wages as alleged by the Petitioner and it is only a stipend. Therefore, the main question before this Tribunal is only "Whether the Petitioner has been taken as a regular employee or Operator Trainee?"

8. On the side of the I Party, the Petitioner has examined himself as WW1 and produced 17 documents as Ex. W1 to W17. On the side of the Respondent/Management, one Mr. Rajendran, Senior Accounts Officer was examined as MW1 and three documents were marked as Ex. M1 to M3. Out of the documents filed by the

Petitioner Ex. W1 to W10 are documents related to the Petitioner's qualification and also the certificates issued to him. Ex. W11 is the copy of the letter of Respondent calling upon the Petitioner for interview. Ex. W12 is the copy of the letter given by Petitioner to II Party/Management for the salary. Ex. W13 and W14 are copy of gate passes issued to the Petitioner. Ex. W15 & W16 are message notes given to the Petitioner and Ex. W17 is the copy of acknowledgement given by Respondent for receipt of certificates. As against this, the Respondent has produced xerox copy of the advertisement published in 'The Hindu' as Ex. M1 and a copy the formal appointment order issued to regular employees of the Respondent/Management as Ex. M2 and a copy of salary bill of regular employees as Ex. M3.

9. The learned counsel for the Petitioner contended that even though in the advertisement "The Hindu" the Respondent/Management required Operator Trainees for CNC machinist, Jig Boring & Cylindrical Grinding and Tool & Die making, he has been posted only as a Cylindrical Grinding/Jig Boring Operator and he has not been given any training in CNC machines. Further, in the advertisement they have fixed stipend for training as Rs. 1500/- on the other hand, after satisfying with the performance of the Petitioner in the operation, the Respondent have fixed the salary of the Petitioner as consolidated pay of Rs. 1700/- per month. Under such circumstances, it cannot be said that the Petitioner was taken only as a trainee. The learned counsel for the Petitioner further contended that the Petitioner was under the control of Senior Technical Officers. Mr. Moses, Mr. Karuppaswamy and Mr. Sigamani. But, these persons were not examined in this case to disprove the contention of the Petitioner, on the other hand, one Senior Accounts Officer of the Respondent, who has no technical knowledge was examined on the side of the Respondent/Management and therefore, the evidence given by the Respondent witness is not an evidence in this case and even though, it was denied by the Respondent that the Petitioner was not as a regular employee, the evidence produced before this Tribunal by the Petitioner will certainly prove that the Petitioner had worked as a regular employee and he has been paid a consolidated salary of Rs. 1700/-. It is his further contention that if the Petitioner was taken as a trainee, training must be given only for ten or twelve months, on the other hand, the Petitioner has worked more than twenty two months. Under such circumstances, it cannot be held that the Petitioner was working as a trainee operator. Further, even in the Claim Statement, the Petitioner has stated that he has paid Rs. 17000/- as consolidated pay, on the other hand, in the Counter Statement, the Respondent denied the payment of Rs. 1700/- to the Petitioner as consolidated pay and further contended that the Petitioner was paid only Rs. 1500/- till his disengagement. But, on the other hand, in the evidence of MW1, the Senior Accounts Officer has deposed that the Petitioner was paid Rs. 1700/- and the stipend was subsequently enhanced from Rs. 1500/-. The

Petitioner's advocate argued that it is only an after thought and they have not produced the salary register to prove whether the amount of Rs. 1500/- was raised to Rs. 1700/- or a consolidated amount of Rs. 1700/- was paid to the Petitioner as salary. The Petitioner has filed a notice to produce documents, on the other hand, the Respondent/Management has not produced the document of Pay Register. Therefore, the Tribunal can take adverse inference that if the pay register is produced by the Respondent before this Tribunal, it will prove that the Petitioner has received only a salary of Rs. 1700/- as consolidated amount. Even in the records, they have mentioned as a staff. Further, one Mr. Thirugnasambantham who was mentioned as reliever for the Petitioner and it was admitted by the Respondent side witness that Thirugnasambantham has got more than 30 years of service and therefore, while trained officer was deputed as a reliever for the Petitioner, in such circumstances, it can be held that the Petitioner has worked as an independent lathe operator and it is alleged that he was worked only as a trainee operator for the purpose of this case. From the evidence of the Petitioner and documents, it is clearly established that the Petitioner has done the work in ISRO specifications and he has done this job work independently to the satisfaction of his superiors and it is clear that independent work was given to the Petitioner and he has worked only as a regular employee and not as a trainee operator and if he has been appointed as a trainee operator, no independent work was given to him and these circumstances will clearly prove that the Petitioner has worked only as a regular worker and not as a trainee.

10. As against this, on the side of the Respondent, it is contended that under Ex. M1 Central Institute of Plastics Engineering & Technology (CIPET) invited applications from eligible candidates for Operator Trainees and at no stretch of imagination, it can be contended that the Petitioner was taken as a regular employee. If really, the Petitioner was taken as a regular employee, there must have been an appointment order. On the other hand, the Petitioner has not produced any appointment order to substantiate his claim. Further, the Petitioner no doubt has produced acknowledgement receipt for a certificate and also salary requisition letter in which it is mentioned that salary was recommended w.e.f. 11/98, but, merely because by producing these documents, the Petitioner cannot contend that he was paid only salary. If really, he was appointed on regular basis, no recommendation by the supervisor is necessary to give salary as mentioned in the documents because for a regular employee, even in the appointment order itself, his salary and other allowances must be mentioned. On the other hand, being a trainee he has given this letter confirming the joining date to the office and the Petitioner's supervisor need not know whether it is a stipend or salary. Under such circumstances, no inference can be drawn from Ex. W12 that the Petitioner

has received only salary for the work he has done. In this case, the burden of proving the fact that the Petitioner was appointed as a regular employee is on the Petitioner himself and the Tribunal cannot draw any vague inference from the documents produced by the Petitioner. The Respondent/Management is a Central Govt. institution and they cannot appoint employees without any sanction from the higher authorities and there must be budgetary provision for this, without any budgetary provision, no salary can be given to an employee and the learned counsel for the Respondent has relied on the rulings of various High Courts and Supreme Court to that effect. The first authority relied on by the Counsel for the Respondent is 1996 II SCC 341 UNION OF INDIA AND OTHERS Vs. BISHAMBER DUTT, wherein the Supreme Court has held that "since they are not appointed on regular basis in accordance with rules, the direction issued by the Tribunal to regularise the service is obviously illegal. The view taken by the Tribunal since they were regularly working for a long time, they are entitled to regularisation is also not valid. We do not appreciate the stand taken by the Tribunal, unless they were appointed on regular basis according to rules, after consideration of the claims on merits, there is no question of regularisation of service." The second authority relied on by the counsel for the Respondent is 2000 II LLJ 775 FACTORY MANAGER, CIMMCO WAGON FACTORY Vs. VIRENDRAKUMAR SHARMA AND ANOTHER, wherein the Supreme Court has held that "Respondent was taken as an apprentice for the given periods referred to in the award. He was paid a monthly stipend. There was no appointment letter issued to the Respondent..... It was factually established that the Respondent was not a workman, hence raising a presumption under Section 103 of the Factories Act in his favour was not correct". Further it is held that "the facts that are not in dispute are that the Respondent was taken as an apprentice for the given periods in Ex. M1 and M2 referred to in the Award. He was paid a monthly stipend of Rs. 250 per month during apprenticeship period and after the expiry of training period, the appellant company shall not be under obligation to give employment to the Respondent. There was no appointment letter issued to the Respondent and no material was placed before the Labour Court to show that any salary was paid to the Respondent at any time apart from the stipend of Rs. 250 per month.... There was no evidence on record to indicate that either GPF or ESI were deducted from the salary of Respondent, as he was not being paid any salary. Having regard to the evidence placed on record, the labour Court held that the Respondent was not a "workman" and dismissed the contention of the Respondent/Workman. The third authority relied on by the learned counsel for the Respondent is 2001 9 SCC 394, wherein the Supreme Court while dealing with the matter in which the High Court has given a direction to the Management to accommodate the employees in the vacancies, the Supreme

Court has held that "when the management has stated that there was no vacancy, we really fail to understand how the Court can issue a Writ of Mandamus in the nature issued in the present case." The fourth case relied on by the learned counsel for the Respondent is 1997 2 SCC 1 ASHWANIKUMAR AND OTHERS Vs. STATE OF BIHAR AND OTHERS, wherein the Supreme Court has held that "whether they are posts or vacancies they must be backed up by budgetary provisions so as to be included within the permissible infrastructure of the scheme. Any posting which is dehors the budgetary grant and on a non-existing vacancy would be outside the sanctioned scheme and would remain totally unauthorised. No right would accrue to the incumbent of such an imaginary or shadowy vacancy." The learned counsel for the Respondent further argued that stipend paid to the trainees would not be said as wages and he relied on the rulings reported in 2000 II LLJ 709 EMPLOYEES' STATE INSURANCE CORPORATION, HYDERABAD Vs. ANDHRA PRABHA PVT. LTD. VIJAYANAGAR, wherein the High Court of Andhra Pradesh has held that "Stipend paid to be trainees could not answer the definition of wages as per Section 2(22) of the ESI Act." He further contended that apprentice being only a trainee and not a worker and therefore, he cannot claim relief to absorb him in employment. He further argued that before appointing a person there must be a vacancy in that cadre and the Supreme Court has held in number of cases that without any sanction of cadre post, no one can be appointed as a regular and he relied on the rulings 1997 4 SCC 88, wherein the Supreme Court has held that "it is now settled legal position that there should exist a post and either administrative instructions or statutory rules must be in operation to appoint a person to the post. Daily wage appointment will obviously be in relation to contingent establishment in which there cannot exist any post and it continues so long as the work exists. Under these circumstances, the Division Bench of the High Court was clearly in error in directing the appellant to regularise the service of the Respondent to the post as and when the vacancy arises and to continue him until then. The direction in the backdrop of the above facts is obviously illegal. Relying on these rulings, the learned counsel for the Respondent argued that in this case, the Petitioner has not produced any document to show that he was appointed to the post alleged by him. On the other hand, even in the advertisement given by the Respondent in the Hindu dated 12-7-98, the Respondent/Management required only Operator Trainees in CNC machines, Jig Boring & Cylindrical Grinding and Tool & Die making. Under such circumstances, it cannot be said that the Petitioner was appointed regularly and he has been paid salary and not stipend. No doubt in the Counter Statement the Respondent has denied that at no time the Petitioner was received Rs. 1700 as stipend, it is only a mistake of fact and on that ground the Tribunal can not come to a conclusion that the Petitioner was paid Rs. 1700 as

consolidated pay for his regular work. Since the burden is upon the Petitioner to prove that he was appointed regularly and since he has not been produced any relevant materials before this Tribunal that he was appointed for the regular post, the Tribunal cannot conclude from mere surmises or vague inferences to be drawn from the documents. The learned counsel for the Respondent further argued that merely because Mr. Thirugnasampantham, Mr. Moses or other senior technical officers have not been examined in this case, it cannot be contended that the Petitioner has established his case. The burden of proving the fact that he was a regular employee is upon the Petitioner and he cannot take advantage of non-examination of the Respondent's technical staff in this case. When once he is not appointed for the regular post, the amount alleged to have been received by the Petitioner is only a stipend and not salary as alleged by the Petitioner. It is his further contention that if he is a regular employee, GPF subscription and other deductions in his salary must have been done, on the other hand, he has paid only as a stipend and no deduction was made in his stipend. This itself proves that the Petitioner was only appointed as a trainee and not as a regular employee. Even assuming for argument sake that the Respondent/Management has taken him as a regular employee. There must have been an order of appointment and if the Petitioner has not produced the appointment order, the Petitioner must have been taken only as a trainee and not as a regular employee.

11. I find much force in the contention of the learned counsel for the Respondent because though the Petitioner has produced number of documents, he has not established by production of documents that he was appointed as a regular employee by the Respondent/Management. Vague inference to be drawn from the documents cannot be relied for proving the fact that he was appointed as a regular employee. Under such circumstances, I find this point against the Petitioner.

Point No. 2 :

The next point to be decided in this case is to what relief the Petitioner is entitled?

12. In view of my foregoing findings that the Petitioner was appointed only as a Trainee Operator and not as a regular employee, I find the Petitioner is not entitled to any relief as claimed by him. No Costs.

13. Thus, the reference is answered accordingly.

(Dictated to the P.A. transcribed and typed by him, corrected and pronounced by me in the open court on this day the 24th June, 2004.)

K. JAYARAMAN, Presiding Officer

Witnesses Examined :

For the I Party/Workman : WWI Sri P. Paul
Pandian

For the II Party/Management : MWI Sri R. Rajendran

Documents Marked :

For the I Party/Workman :

Ex. No.	Date	Description
W1	03-06-92	Xerox copy of the transfer certificate of Petitioner
W2	April, 90	Xerox copy of the SSLC certificate of Petitioner
W3	March, 1992	Xerox copy of the HSC certificate of Petitioner
W4	04-10-95	Xerox copy of the provisional N.T. certificate of Petitioner
W5	15-02-99	Xerox copy of the National Trade certificate of Petitioner
W6	Nov. 1997	Xerox copy of the Provisional National Apprenticeship certificate
W7	19-06-97	Xerox copy of the certificate for completion of apprentice training
W8	19-06-97	Xerox copy of the identity card
W9	Nov. 1997	Xerox copy of the national apprenticeship certificate
W10	19-08-88	Xerox copy of the community certificate of Petitioner
W11	25-08-98	Xerox copy of the call letter for interview from respondent
W12	03-12-98	Xerox copy of the letter of Petitioner for salary
W13	12-01-99	Xerox copy of the gate pass issued to Petitioner
W14	05-02-99	Xerox copy of the gate pass issued to Petitioner
W15	10-12-98	Xerox copy of the message letter
W16	30-11-99	Xerox copy of the message letter
W17	02-05-2000	Xerox copy of the acknowledgement letter.

For the II Party/Management:

Ex. No.	Date	Description
M1	12-07-98	Xerox copy of the advertisement in The Hindu calling for Candidate for operator trainees
M2	28-02-97/ 11-02-98	Xerox copy of the formal appointment order issued to regular employees of Respondent/Management
M3	27-09-99	Xerox copy of the salary bill for regular employees of Respondent/Management.

नई दिल्ली, 12 अगस्त, 2004

का. आ. 2285.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, ई.सी.जी.सी.आई.एल. प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट

औद्योगिक विवाद में औद्योगिक अधिकरण पुणे (संदर्भ संख्या 3/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-8-2004 को प्राप्त हुआ था।

[सं० एल-42012/77/2001-आईआर (सी-II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 12th August, 2004

S.O. 2285.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 3/2002) of the Industrial Tribunal, Pune (Maharashtra) as shown in the Annexure, in the Industrial Dispute between the management of Export Credit Guarantee Corpn. of India Ltd. and their workman, received by the Central Government on 11-8-2004.

[No. L-42012/77/2001-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE SHRI J. L. DESHPANDE, INDUSTRIAL TRIBUNAL AT PUNE

Reference (IT) No. 3/2002

BETWEEN:

Export Credit Guarantee Corporation of India Ltd.,
Vastu Chambers,
1202/39, Shirole Road,
Shivajinagar
Pune. 411004.

...First Party

AND

Shri Rajendra R. Ravalekar,
Room No. 213, Kamna Vasahat,
Near Saliwas Society,
Karve Nagar,
Pune. 411004.

...Second Party

In the matter of Reinstatement in service.

Appearances : Shri S. S. Tryambake, Advocate for
the First Party. Smt. A. A. Sheode,
Advocate for the Second Party.

AWARD

1. This is a reference under Section 10(1)(d) and section 10(2A) of the Industrial Disputes Act, 1947 to adjudicate the dispute over demand of workman—Rajendra R. Ravalekar as regards regularisation and other benefits. The facts leading to this reference may be stated in brief as follows.

2. The First Party is Export Credit Guarantee Corporation of India Ltd.. The Second Party employee was engaged as casual labour on daily wages at the Pune branch of the First Party w.e.f. 18-6-1991. Initially, he was paid on the basis of daily wages and in the course of time, his consolidated salary was fixed at Rs. 2000. According to the Second Party employee he was engaged in clear vacant

post. He has put in continuous service as a Peon and in fact, the Pune branch of the First Party had entered into correspondence with the head office to consider the appointment of the Second Party in the vacant post to regularise his service. However, according to the Second Party employee his service came to be terminated w.e.f. 15-2-2000. While orally terminating his service, he was not paid retrenchment compensation as well as pay in lieu of notice as required under the provisions contained in Industrial Disputes Act, 1947. The Second Party approached Asstt. Commissioner of Labour with demand of regularisation. Conciliation proceeding having failed, reference came to be made to this Tribunal by the Central Government to adjudicate the demand of the Second Party which appears in the schedule below the reference order.

3. The First party appeared and filed its Written Statement at Exhibit C-2. The First Party admitted the statement that the Second Party was engaged as Peon w.e.f. July, 1991. In fact, the First Party admitted that, request was made to head office to appoint the Second Party employee in the regular scale. However, the request could not be accede to by the head office on account of vacancy of the Peon at the Pune branch. First Party then took stand that the Second Party employee secured jobs with the company namely M/s BUI Pvt. Ltd. and left the First party company of his own and took stand that the First Party did not effect retrenchment or termination. It denied the claim of the Second Party to regularise his service on the ground that, there is no room to accommodate fresh candidate.

4. The Second Party examined himself and produced documents. The Second Party did not lead any evidence but, remained content with production of certain documents. The demand referred to this Tribunal for its adjudication with finding thereon is as follows :

ISSUE

FINDING

(1) Whether the action of the management of Export Credit Guarantee Corpn. of India Ltd. in denying regularisation to R.R. Ravalekar in the post of Peon and terminating his services orally w.e.f. 15-2-2000 without any notice and compensation U/s 25F, G & H of I.D. Act is legal & justified?

...Yes

(2) What order?

... Award
accordingly.

5. REASONS :

In the Written Statement itself, the First Party has admitted that the Second Party employee has worked with the First Party as casual worker from July, 1991. The detailed furnished at page 2 of the written Statement reveals that the Second Party employee has worked as casual

labour continuously from July, 1991 till date of termination. In response to the orders passed by this Court, the First Party has produced xerox copies of the vouchers with list Exh. U-12. They came to be exhibited as Exh. U-14 (1052). From the list of the vouchers, it is seen that the First Party has paid wages on daily wages to the Second Party employee at different rates prevailing during the relevant period. But, in any case, the service of the Second Party employee remained continuous from July, 1991. Along with the list Exhibit C-18 the First Party produced certain documents in response to notice of document and they came to be exhibited at Exhibit C-19 to C-34. At Exhibit C-19, there is copy of Office note dated 23-7-1993 under which, Executive Officer of the branch, Pune of the First Party had moved Regional Manager, Bombay to appoint sweeper-cum-Peon on regular basis. In response to that letter certain information called from Pune branch. At Exhibit C-21, there is copy of the office note dated 1-10-1993 and contents of the same reveal that, the head office had sanctioned one post of Peon Pune branch and branch office, Pune had collected bio data of Second Party employee to send the same to head office. In the office note, itself the nature of the work performed by the Second Party employee is mentioned which show that, though working on daily wages, the Second Party was discharging duties as Peon w.e.f. 18-6-91. Along with letter, dated 21-10-93 (Exh. C-22) this office note was sent to Head Office. At Exhibit C-24, dated 28-3-94 there is copy of the office note which reveals that, Executive Officer of the Pune branch had sent reminder to the head office to give regular appointment to the Second Party employee in the additional post of peon at Pune branch.

6. It further appears from record that, on 9-5-1994 (Exh. C-25) on 24-6-1994 (Exh. C-26), 9-8-1994 (Exh. C-22, 27), 15-9-94 (Exh. C-28), the branch office at Pune had sent reminders to the head office for appointment of additional Peon at Pune branch. Ignoring all these correspondence, head office vide its letter dated 16-6-1995 (Exh. C-29) sought further information from the branch office which was furnished by the Branch office vide letter dt. 19-6-1995 (C-30).

7. In the 2nd round Pune branch prepared office note dated 3-8-1995 (Exh. C-32) and strongly recommended appointment of Second Party employee as peon.

8. All the above places of documentary evidence clearly reveal that the complainant had worked as a Peon with the First Party from June, 1991. He had put in continuous service without any break. There was vacant post but, subsequently, the head office of the First Party took shelter of the direction issued by the Govt. to curtail strength of the staff and the issue of absorption of the Second Party employee was ignored. In his affidavit evidence, Second Party employee specifically stated that, under oral termination order he was retrenched from service w.e.f. 15-2-2000. He specifically stated that, he had received

appointment order from the company M/s. BUI Pvt. Ltd. as a Trainee candidate but, he did not accept that assignment. There is no record produced by the First Party that the Second Party had accepted that assignment. There is no denial to his statement that, his services came to be terminated w.e.f. 15-2-2000.

9. As pointed out above, the Second Party had put in continuous service for not less than one year with the First Party employer. Admittedly, one month's notice was not served on the Second Party before effecting his retrenchment or pay in lieu of service was not paid. Further retrenchment compensation as required U/s 25 F of the Industrial Disputes Act was also not paid to him. The appointment of the Second Party was not for particular duration with any stipulation. Thus, his termination was not effected under any of the clauses appended to Sec. 2(00) of the Industrial Disputes Act. Thus, it amounts to retrenchment without following the procedure under Industrial Disputes Act, 1947.

10. As pointed out, above, Pune branch office of the First Party extracted services from the Second Party from the year 97, 1991 and in spite of proposal from the branch office, to absorb him in the vacant post of Peon, the head office ignored the claim of the Second Party employee and ultimately, the Pune branch orally terminated his services w.e.f. 15-2-2000. I therefore, hold that the demand of regularisation made by the Second Party employee is justifiable. In the Statement of claim itself, the Second Party employee has claimed regularisation w.e.f. 15-2-2000. In my view this would avoid any hardship to the First Party on account of Financial liability arising out of the payment of arrears of pay and allowances of the Second Party employee. I would therefore, direct the First Party to regularise the services of the Second Party as Peon on regular basis and given him scale of the said post w.e.f. 15-2-2000 and pay him arrears of wages from the same date. I therefore, proceed to pass the following award.

AWARD

- (1) The demand of the Second Party employee—Shri Rajendra R. Ravalekar to regularise his services as a Peon on the establishment of the First Party at Pune branch is legal, just and proper and the First Party is directed to regularise the services of the Second Party—Shri Rajendra R. Ravalekar w.e.f. 15-2-2000 as a Peon and give him scale of the said post and pay him arrears of the wages from the said date.

Award accordingly.

PUNE:

Dated: 23-2-2004.

J. L. DESHPANDE, Industrial Tribunal

नई दिल्ली, 12 अगस्त, 2004

का. आ. 2286.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एस.सी.सी.एल. प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण गोदावरीखानी (संदर्भ संख्या 15/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-2004 को प्राप्त हुआ था।

[सं. एल-22013/1/2004-आईआर (सी-II)]

एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 12th August, 2004

S.O. 2286.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 15/2003) of the Industrial Tribunal-cum-Labour Court, Godavari Khani as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 12-8-2004.

[No. L-22013/1/2004-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CHAIRMAN, INDUSTRIAL TRIBUNAL CUM LABOUR COURT, GODAVARIKHANI

Present :—Smt. K. Sivarchala, M.A. B.L., Chairman-cum-Presiding Officer

Thursday, The 22nd Day of July, 2004.

Industrial Dispute No. 15 of 2003.

Between :—

K. Santhosh Reddy, S/o. Narasimha Reddy. Aged about 31 years. Occ : Ex-Coal Filler, R.K.-I Incline, The S.C. Co. Ltd., R/o. H. No. SD-II4, Vidya Nagar, Ramakrishnapur, Adilabad District.

And

—Petitioner

The General Manager,

The S.C.Co. Ltd., Ramakrishnapur,

Adilabad District.

—Respondent

This petition coming before me for final hearing in the presence of Sri Ganta Narayana, Advocate for the Petitioner and of Sri D. Krishna Murthy, Advocate for the respondent and having stood over for consideration till this date, the court passed the following :—

AWARD

1. The petitioner filed the petition to set-aside the order of removal passed by the management dt. 1-7-99 and direct the respondent company to reinstate the petitioner into service with continuity of service with all other attendant benefits including back-wages.

2. The averments of the petition are as follows :—

The petitioner secured employment as his father named Narasimha Reddy, Ex-L/Man of R.K-4 Incline, S.C.Co.

Ltd., Ramakrishnapur Division was declared medically unfit on 29-8-91 by the medical board of Area hospital, S.C.Co. Ltd., Ramakrishnapur. The petitioner was initially appointed as Badli Filler on 3-11-91 and posted to R.K-4 Incline, S.C.Co. Ltd., Ramakrishnapur. On 6-8-93, charge-sheet was issued to the petitioner on the ground that the petitioner violated company standing order No. 16(2) and committed theft, fraud, dishonesty, in connection with the company's business stating that he submitted a fraudulent medical unfit certificate of his father K. Narasimha Reddy.

The respondent conducted domestic enquiry. Finally, the respondent terminated the petitioner from his service.

3. The petitioner was charged understanding order 16(2) for initiating disciplinary action. The said order reads as follows :—

"Theft, fraud, or dishonesty in connection with the company's business or property."

"The respondent had framed the following charge :—

It is alleged that you have secured employment in the company as dependent employment in fraudulent manner in collusion with Sri K. Narasimha Reddy, Ex-L/Man, R.K-4 Incline by producing fake medical unfit certificate Ref. No. AH/RKP/81/60, dt. 29-8-1991."

There is no theft and dishonesty as alleged in the charge-sheet.

4. The medical board which issued the unfit certificate was consisted of 3 Doctors of Area Hospital. Area Hospital, Superintendent gave a complaint to the police station, Ramakrishnapur stating that one Doctor C. Bhasker Rao was responsible for the issuing of fake certificate with forged signatures. The complaint was registered as Cr. No. 53/92 and FIR was filed in the J.M.F.C. Chennai which was registered as C.C. No. 567/96. Strike was conducted after conciliation. The settlement was arrived on 31-7-97. As a result of settlement, between the management and unions, the management was agreed to refer the petitioner's case to constituted committee as it is a special case. The committee has given report to the Chairman and Managing Director, S.C.Co. Ltd., and till final decision of the management, i.e., C & MD 'Statusque' will be maintained in respect of the petitioner's case who were alleged to have secured employment on the basis of the fake medical unfit certificate and against whom disciplinary proceedings are put in pending.

5. The concerned Doctors were not examined by the enquiry officer. The evidence of the presenting officer during enquiry is not valid evidence. The medical unfit certificate additional benefit given to the petitioner were already withdrawn by the respondent. The petitioner continued his service from 30-11-91 to 1-7-99 in the management without any service remarks. Hence, he filed the petition for the above said relief.

6. To this, the respondent filed the counter denying the averments of the petition. It is further stated that the Tribunal is not having jurisdiction to decide the present dispute on the following grounds :—

The respondent company deals with coal mining which is a Central Government subject and not State Government and therefore the Industrial Tribunal having Central Jurisdiction only is competent to decide the present dispute. The Industrial Tribunal-cum-Labour Court, Godavarikhani is vested with only State Jurisdiction and therefore this court is not competent to decide the present dispute U/s. 2-(A) (2) of the Industrial Disputes Act, 1947.

7. Charge-sheet was issued to the petitioner on 6-8-93 under company's standing order 16(2) stating that he secured employment in the respondent company fraudulently and the medical certificate produced by him was fake certificate. Domestic enquiry was conducted. Three witnesses including doctors who purported to have examined. The father of the petitioner was examined in addition to the presenting officer on behalf of the respondent company.

8. Doctor Sri K. Mukunda Rao, Medical Superintendent in his evidence stated that he has gone through medical unfit letter pertaining to Sri K. Narasimha Reddy and found that his signature on the letter was forged and as per the hospital records the number mentioned on the unfit letter belongs to voluntary retirement of Sri Khaja Rafiuddin, Bit Sharpner, SMG-3 Incline. No medical board was constituted on 29-8-91 and added that they maintain register for voluntary retirement and medical unfit which was made by the medical board, Area Hospital, Ramakrishnapur and the list of such candidates for the year 1991 does not contain the name of Sri K. Narasimha Reddy.

9. Doctor V.K.V. Prasad, Ortho Surgeon and witness on behalf of the management has stated that the signature on the Medical Board letter bearing No. AH/RKP/91/60/3359, dt. 29-8-91 and Ref. No. 4 which declare Sri K. Narasimha Reddy as unfit was not his signature and was a forged one. His registration number is 16848, but not 18321 as mentioned in Ref. 4.

He has not examined Sri K. Narasimha Reddy and did not sign on the medical board unfit letter 29-8-91. The medical board unfit letter dt. 29-8-91 is a forged document.

10. The respondent admitted that there was a settlement with the Trade Unions to refer the case of the petitioner and some others to a committee as a special case and the committee will be advised to submit its report to C & MD for taking a decision. Accordingly, a committee was constituted and the committee submitted its report to C & MD for taking a decision. O & MD has decided to take action as per the company's Standing Orders as the petitioner along with others had secured dependent employment on the basis of the medical unfit certificate.

11. The Enquiry Officer has conducted the enquiry by following the guidelines and also the principles of natural justice. Since securing the job in the respondent company itself it on the basis of a fake and forged document, the petitioner has not right to claim job in the respondent company.

As the charges framed against the petitioner are grave, the management has taken a decision to terminate the services of the petitioner. Hence, the petition may be dismissed with costs.

12. On behalf of the petitioner, Ex. W-1 to Ex. W-5 are marked.

On behalf of the management, Ex. M-1 to Ex. M-9 are marked.

13. Heard both sides.

14. The petitioner worked in the R.K-4 Incline, S.C.Co. Ltd., Ramakrishnapur Division as a dependent of the permanent employee in the mine. He was terminated from service on the ground that he had produced fake medical board certificate. The petitioner filed the petition before this court seeking to set-aside the order of dismissal and direct the respondent to him into service.

15. the first and foremost point argued by the respondent is that the Coal Mine is an industry and the appropriate Government is Central Government. This court is not having any jurisdiction.

16. The point for consideration is whether the dispute will fall within the purview of the jurisdiction of this court?

17. In I.L. Naidu and others vs. Union of India and other reported in 2003 (2) ALT 470. His Lordship held :—

"The contention regarding the non-applicability of Sec. 2-(A)(2) to an Industrial Dispute as defined in Sec. 2(k) read with Sec. 2-(A) of the Act in relation to "Hindustan Zinc Ltd., a Government of India Undertaking is wholly misconceived. The Industrial disputes Act, 1947 is a legislation enacted by the Parliament pursuant to the field of legislation referable to entry-23 of List III (Concurrent List) of the Seventh Schedule read with Art. 246 of the Constitution of India. The Act has been amended by the Industrial Disputes Act (A.P. Amendment) Act, 1987 (Act. 32 of 1987). The Act was reserved by the Governor of Andhra Pradesh on 24-4-1984, for consideration of the President and the assent of the President of India was received on 22-7-1987 which assent was published in the A.P. Gazette on 27-7-1987. In view of the provisions of Art. 254(2) of the constitution, the provisions of Section 2(A) (2) as incorporated in the Act by the A.P. Amendment Act 32/87 is valid and operative. There is nothing in the phraseology of Sub-section (2) of Section 2-(A), which limits the applicability of its provisions to 'State Industries' as

contended by the petitioner. Within the legislative field enumerated in Entry-22 of List III, the legislative of the State, has subject to the provisions of the Constitution, Legislative powers to enact laws. There is nothing in the provisions of the Constitution or in the Act, brought to the notice of the court, which diminishes such plenitudinous legislative power including in the area of legislation for adjudication of Industrial Disputes in respect of Industrial Undertakings of a Federal Government. But for the enactment by the Parliament of the Industrial Disputes Act and subject to the provisions of Art. 254(2), the State Legislature was competent to enact the entirety of Industrial Disputes Act (Qua the concurrent legislative field enumerated in Entry-22 of List III read with Art. 245 of the constitution) for its operation within the territory of Andhra Pradesh. Under the provisions of Art. 254(2) and in the context of the A.P. Amendment having received the assent of President the provisions of Section 2-A

(2) operate proprio vigore even against any provisions of the Industrial Disputes Act, 1947, enacted prior to the A.P. Amendment Act. The contention of non-applicability of Section 2-A2 to the petitioner Company is therefore without merit or force."

In the light of the above decision, it is quite clear that the petitioner can challenge U/s. 2-A(2) of the Industrial Disputes Act though he is working in the Coal Mine. hence, this court is having jurisdiction to decide the matter.

18. The point raised by the petitioner is that he got the job as a dependent of his father. He worked in the coal Mine. His father suffered with Osteo arthritis to both knees.

19. The petitioner filed the medical certificate, i.e., marked as Ex. W-2. In that, it is stated that Sri K. Narasimha Reddy aged about 58 years, Lineman R.K.4 Incline, Ramakrishnapur Division is examined by the medical board on 29-8-91. He has been found suffering from Hyper Tention and Osteo arthritis to both knees. In that, the signature of Dr. K. Mukunda Rao, Medical Superintendent and Dr. Ch. Bhaskar Rao, Dy. Medical Superintendent and Dr. V.K.V. Prasad, Ortho Surgeon were found.

20. The respondent argued that in the month of July, 1992 it was found that medical board unfit letter dated 29-8-91 was not issued. as per the Area Hospital, Ramakrishnapur. It is a fake and fabricated for the purpose of securing job in the respondent company.

21. In support of its contention Dr. K. Mukunda Rao had given his statement stating that his signature was forged in the letter given on 29-8-91. He specifically stated that no medical board was constituted on 29-8-91 to declare Sri K. Narasimha Reddy unfit. The list prepared by the medical board about the persons of medical unfit does not contain the name of K. Narasimha Reddy. Further, the doctor

clearly stated in his cross-examination that K. Narasimha Reddy was not having any ailment for which a man can be made unfit for further service.

The other doctor V.K.V. Prasad has also deposed before the enquiry officer that he did not examine Sri Katan Narasimha Reddy and he did not sign on the medical certificate.

The certificate produced by the petitioner is marked as Ex. W-2 and it was a fake certificate as per the enquiry report.

Getting job on the fake certificate is violation of the regulations of the company and cheating the company.

The respondent company has taken the action for the act of the petitioner by dismissing him from service.

There appears to be no reason to interfere with the decision of the respondent company.

In the result, petition is dismissed. There shall be no order as to costs.

Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this, the 22nd day of July, 2004.

K. SUVARCHALA, Chairman-cum-Presiding Officer

Appendix of Evidence

Witnesses-examined

For workman	For Management
—Nil—	—Nil—

Exhibits

For workman :—

Ex. W-1	dt: 1-7-99	Dismissal order, xerox copy.
Ex. W-2	dt. 29-8-91	Lr. issued to the General Manager, Ramakrishnapur by Medical Board of SCC LTD., xerox copy.
Ex. W-3	dt. —	Medical Certificate, xerox copy.
Ex. W-4	dt. 30-11-91	Office order, xerox copy.
Ex. W-5	dt. 6-8-93	Charge-sheet, xerox copy.
For Management :—		
Ex. M-1	dt. 6-8-93	Charge-sheet.
Ex. M-2	dt. 10-8-93	Acknowledgement.
Ex. M-3	dt. -do-	Explanation to charge-sheet.
Ex. M-4	dt. —	Enquiry report.
Ex. M-5	dt. 21-3-94	Enquiry proceedings with notice and other documents.
Ex. M-6	dt. 25-11-98	2nd show cause notice.
Ex. M-7	dt. 16-12-98	Ack., to 2nd show-cause notice.
Ex. M-8	dt. 25-12-98	Representation of petitioner, xerox copy.
Ex. M-9	dt. 1-7-99	Dismissal letter.

नई दिल्ली, 13 अगस्त, 2004

का. आ. 2287.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार चेन्नई पोर्ट ट्रस्ट के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (संदर्भ संख्या 133/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-2004 को प्राप्त हुआ था।

[सं० एल-33011/5/2003-आईआर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 13th August, 2004

S.O. 2287.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 133/2003) of the Central Govt. Indus. Tribunal-cum-Labour Court Chennai as shown in the Annexure, in the Industrial Dispute between the management of Chennai Port Trust and their workmen, received by the Central Government on 12-8-2004.

[No. L-33011/5/2003-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 22nd June, 2004

PRESENT : K. Jayaraman

Presiding Officer

INDUSTRIAL DISPUTE NO. 133/2003

(In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Chennai Port Trust and their workmen)

BETWEEN

The General Secretary : I Party/Claimant
Madras Port United Labour
Union, Chennai

AND

The Chairman : II Party/Management
Chennai Port Trust Chennai

APPEARANCES:

For the Claimant : M/s. R. P. Panner Selvam, C.R.
Malarvannan & M. Ganesan,
Advocates.

For the Management : M/s. G. Venkataraman & N.
Krishnakumar, Advocates.

AWARD

The Central Government, Ministry of Labour vide Notification Order No. L-33011/5/2003-IR(B-II) dated

14-8-2003 has referred the following industrial dispute to this Tribunal for adjudication :—

“Whether the demand of the Union to get the pay scale of Class IV employees in respect of the 63 NMRs represented by the Madras Port United Labour Union from their date of merger of Madras Dock Labour Board with Chennai Port Trust is justified or not ? If not, what relief they are entitled to?”

2. After the receipt of the reference, it was taken on file as I.D. No. 133/2003 and notices were issued to both the parties and both the parties entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner Union in the Claim Statement are briefly as follows :—

A memorandum of settlement for merger of Madras Dock Labour Board with Chennai Port Trust was reached under Sections 2(p) and 12(3) of Industrial Disputes Act, 1947 on 25-05-2001. In that settlement Clause 18 says that “agreed to continue the 63 NMRs working in the Engineering Department of MDLB as daily rated for more than five years, as class IV employees from the date of merger. They will be absorbed in the Port Trust against natural vacancies, after 182 casual workers as mentioned in clause 17 of the above are absorbed. But, the 11 Party/Management Chennai Port trust failed to enforce the terms contained in clause 18 of the 12(3) merger settlement as regards regularisation and payment of salary payable to Class IV employees of Chennai Port Trust transferred from MDLB to Chennai Port Trust. It purely violates the general principles of I.D. Act. Therefore, the Petitioner Union has submitted a letter on 20-11-2001 to enforce the non-enforced terms of clause 18 of the 12(3) merger settlement. But, the Port Trust had not taken any steps positively. The action of the management is illegal and improper in the eye of law. Subsequently, the management ignored the requests and reminders of Petitioner Union. Since the settlement is a statutory settlement, it is binding on the parties thereto and neither party can wriggle out the settlement so long as the settlement is in force. Therefore, the merger settlement reached on 25-5-2001 between the MDLB with Chennai Port Trust had binding effect under Section 18(3) of the I.D. Act. On the other hand, the respondent Port Trust violated the settlement. Hence, the Petitioner Union prays that an award may be passed holding that the demand of the Petitioner Union to get pay scale of Class IV employees in respect of 63 NMRs from their date of merger is justified.

4. As against this, the Respondent in its counter statement contended that no doubt the erstwhile Madras Dock Labour Board had entered into an agreement with the representatives of the workmen, before Assistant Labour Commissioner (Central) Chennai for the merger of Madras Dock Labour Board with the Chennai Port Trust reached under Sections 2(p) and 12(3) of Industrial

Disputes Act, 1947 on 25-05-2001 and in that settlement terms of Clause 17 and 18 are as follows :—

Clause 17 :—It is agreed to continue the 182 casual workers who were appointed during 1996. These casual workers will be absorbed in port trust against natural vacancies, a day after the merger. The natural vacancies, which arose from 1-1-2001 will be reckoned for this purpose.

Clause 18 of the settlement speaks about the regularisation of service of NMRs which says that agreed to continue the 63 NMRs working in Engineering Department of MDLB as daily rated for more than five years as Class IV employees from the date of merger. They will be absorbed in the Port Trust against natural vacancies after 182 casual workers (as mentioned in Clause 17) of the above are absorbed."

As per Clause 18 of the settlement, 63 NMRs instead of being sent out of employment would have to be continued as NMRs and they also have worked for more than five years are agreed to be absorbed as against natural vacancies and such absorption against natural vacancies should be accomplished only after the absorption of 182 casuals referred to in Clause 17 of settlement and as per the said settlement these NMRs were regularised as Miscellaneous mazdoors in a phased manner, in the natural vacancies which arose from time to time after the absorption of casual mazdoors. Therefore, the above 63 NMRs as Class IV employees would commence in the available vacancies only after absorption of 182 casual workers mentioned in Clause 17 of the said settlement. Therefore, the question of treating the NMRs as Class IV employees from 1-6-01 would not arise and the same is contrary to Clause 17 of the terms of settlement dated 25-5-2001. Hence, for implementation of clause 18 the same should be read with clause 17 and the Respondent had acted scrupulously followed the terms of settlement in the regularisation of 63 NMRs against natural vacancies which arose after absorption of 182 casuals and thus, the Respondent complied with the terms of settlement under Section 12(3) and there is no violation of the settlement. The Petitioner's contention to treat the 63 NMRs as Class IV employees from the date of merger and the differential amount in the daily wages should be paid is not legally tenable and correct. They are being paid after they being absorbed as Class IV employees from the date of their regular absorption and they are not entitled to be paid anything beyond the same and as such there is no violation of terms of the settlement and Section 29 of the Industrial Disputes Act, 1947 has no application. For all these reasons, the Respondent prays that the claim of the Petitioner may be dismissed with costs.

5. In these circumstances, the points for my consideration are —

- (i) "Whether the demand of the Petitioner Union to get the pay scale of Class IV employees in

respect of 63 NMRs from the date of merger of Madras Dock Labour Board with Chennai Port Trust is justified or not?"

- (ii) "To what relief, the 63 NMRs are entitled?"

Point No. 1:—

6. The short point to be decided in this case is whether 63 NMRs who were working in the Engineering Department of erstwhile Madras Dock Labour Board as daily rated workers for more than five years, who have been absorbed by the Port Trust are entitled to get they pay scale of Class IV employees from the date of merger of Madras Dock Labour Board with the Chennai Port Trust. It is an admitted fact that the erstwhile Madras Dock Labour Board entered into an agreement with the representatives of workmen for the merger of Madras Dock Labour Board with the Chennai Port Trust under Sections 2(p) and 12(3) of Industrial Disputes Act, 1947. Clause 17 and 18 are mentioned as follows :—

Clause 17 :—"Regularisation of services of Casuals".
'It is agreed to continue the 182 casual workers who were appointed during 1996. These casual workers will be absorbed in port trust against natural vacancies, a day after the merger. The natural vacancies, which arose from 1-1-2001 will be reckoned for this purpose.'

Clause 18 of the settlement speaks about the regularisation of service of NMRs which says that "agreed to continue the 63 NMRs working in Engineering Department of MDLB as daily rated for more than five years as Class IV employees from the date of merger. They will be absorbed in the Port Trust against natural vacancies after 182 casual workers (as mentioned in Clause 17) of the above are absorbed."

7. In this case, the Petitioner Union contended that as per Clause 18 of the settlement, the management has agreed to absorb 63 NMRs as Class IV employees from the date of merger. But, against the terms of the settlement, the management has not treated the 63 NMRs from the date of merger. Even though the Petitioner Union requested by its letter dated 20-11-2001, a copy of which is marked as Ex. W.2, the II Party/Management has not enforced the terms of Clause 18 of the settlement. Further, the Petitioner Union has also sent representation on 8-4-2002 under original of Ex. W3, but the II Party/Management has not enforced the said Clause 18 of the merger settlement. The learned counsel for the Petitioner further argued that Settlement under Ex. W1=M2 is a statutory settlement binding on the parties thereto, therefore, neither party can wriggle out the settlement, so long as the settlement is in force. Even the Supreme Court has held in number of decisions that such settlement under Section 12(3) has binding effect not only on the signatories of the settlement but also on all the parties to the industrial dispute, which would cover the

entire body of the workmen, not only the existing workmen but also the other workmen. Under such circumstances, as per clause 18 of the settlement, 63 NMRs workers must be regularised from the date of merger.

8. But, as against this, the Respondent contended that though the Petitioner contended that as per Clause 18 of the settlement, 63 NMRs should be regularised from the date of merger, they have not argued with regard to entire clauses. In Clause 18 itself, it is clearly stated that the said NMRs will be absorbed in the Port Trust against natural vacancies after 182 casual workers mentioned in Clause 17 above. Therefore, the absorption of the 63 NMRs should be done only after the 182 casual workers who were appointed during 1996. Therefore, Clause 18 should be read with Clause 17 of the settlement and the question of treating the NMRs as Class IV employees from 1-6-2001 would not arise and the same is contrary to the terms of Clause 17 of the settlement dated 25-5-2001. Therefore, for implementation of Clause 18 of the settlement, the same should be read with Clause 17 of the settlement and this Respondent/Management had acted as per Clause 18 following scrupulously the terms of settlement in regularisation of 63 NMRs against natural vacancies, which arose after absorption of 182 casual workers as per Clause 17.

9. I find much force in the contention of the learned counsel for the Respondent because Clause 18 of the agreement says, 'agreed to continue 63 NMRs working in Engineering Department of Madras Dock Labour Board as daily rated workers for more than five years as Class IV employees from the date of merger, they will be absorbed in Port Trust against natural vacancies after 182 casual workers (as mentioned in Clause 17) of the above are absorbed. Therefore, though the management has agreed to continue the NMRs as daily rated for more than five years as Class IV employees, their regularisation will come only after the 182 casual workers as mentioned in Clause 17. Therefore, 63 NMRs cannot claim regularisation from the date of merger.

10. It is argued that the wordings 'from the date of merger' had been mentioned in Clause 18 but on the reading of Clause 18, it is clear that the management has agreed to continue the 63 NMRs working in Engineering Department as daily rated for more than five years as Class IV employees from the date of merger and they will be absorbed only after 182 casual workers as mentioned in Clause 17. Clause 17 says that 182 casual workers who were appointed during 1996 will be absorbed in Port Trust against natural vacancies, a day after the merger and the natural vacancies which arose from 1-1-2001 will be reckoned for this purpose. From the reading of Clause 17 of the Settlement, it is clear that 182 casual workers will be absorbed in Port Trust, a day after the merger and from Clause 18 of the Settlement, it is clear that these 63 NMRs will be absorbed after the above 182 casual workers, who are absorbed, a day after the merger settlement. Under such circumstances, merely

because the wordings in Clause 18 say that 'from the date of merger' it cannot be claimed that the absorption should be done from the date of merger. On the other hand, the absorption of 63 NMRs will be made only after absorption of 182 casual workers mentioned in Clause 17. Under such circumstances, the contention of the learned counsel for the Petitioner Union cannot be accepted by this Tribunal. Further, the learned counsel for the Respondent argued that as per Clause 18 of the settlement, the services of 63 NMRs have been regularised as miscellaneous mazdoors in a phased manner against the natural vacancies that arose from time to time. The question of complying with Clause 18 arise only after compliance with Clause 17 of the settlement and this aspect of the matter has been deliberately suppressed by the Petitioner Union. On the other hand, the Respondent/Management have after complying with Clause 17 have also complied with Clause 18 of the settlement and therefore only the wordings mentioned in Clause 18 will not give any right to the Petitioner Union to claim the benefits to receive pay scale of Class IV employees from the date of merger.

11. I find much force in the contention of the learned counsel for the Respondent and further, I find there is no violation in the terms of settlement as alleged by the Petitioner Union. Accordingly, I find this point against the Petitioner Union.

Point No. 2 :—

The next point to be decided in this case is to what relief the Petitioner is entitled?

12. In view of my foregoing findings, I find 63 NMRs are not entitled to get the pay scale of Class IV employees from the date of merger of Madras Dock Labour Board with Chennai Port Trust as alleged by them. No Costs.

13. Thus, the reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him correct and pronounced by me in the open court on this day the 22nd June, 2004).

K. JAYARAMAN, Presiding Officer

Witnesses Examined :—

On either side : None

Documents Marked :—

For the I Party/Claimant :

Ex.No.	Date	Description
W1	25-05-01	Xerox copy of the 12(3) settlement page 16.
W2	20-11-01	Xerox copy of the letter of Union to Chennai Port Trust.
M3	08-04-02	Xerox copy of the letter from Union to Chennai Port Trust.
M4	25-09-02	Xerox copy of the Petitioner Union's letter to Assistant Labour Commissioner (Central).
M5	02-01-03	Xerox copy of the reply submitted by II Party/Management.

For the II Party/Management :—

Ex.No.	Date	Description.
M1	29-05-01	Xerox copy of the Government of India Notification.
M2	25-05-01	Xerox copy of the settlement under Section 12(3).

नई दिल्ली, 13 अगस्त, 2004

का. आ. 2288.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन ओवरसीज बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 60/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-08-2004 को प्राप्त हुआ था।

[सं० एल-12012/48/2002-आईआर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 13th August, 2004

S.O. 2288.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 60/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the Industrial Dispute between the management of Indian Overseas Bank and their workman, received by the Central Government on 12-08-2004.

[No. L-12012/48/2002-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Wednesday, the 7th July, 2004

PRESENT:

K. Jayaraman, Presiding Officer

Industrial Dispute No. 60/2002

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Indian Overseas Bank and their workman)

BETWEEN:

Sri A. Nagappan : I Party/Petitioner
AND

The Assistant General : II Party/Management
Manager, Indian Overseas
Bank, R.O. Nagercoil.

APPEARANCES:

For the Workman : M/s. K.V. Dhanapalan,
B. Saravanan, Advocates.

For the Management : M/s. N.G.R. Prasad &
W.T. Prabhakar, Advocates.

AWARD

The Central Government, Ministry of Labour vide Order No. L-12012/48/2002-IR(B-II) dated 28-06-2002 has referred the following industrial dispute to this Tribunal for adjudication :—

“Whether the compulsory retirement made by the Indian Overseas Bank to Shri A. Nagappan is legal and justified? If not, what relief the workman is entitled to?”

2. After the receipt of the reference, it was taken on file as I.D. No. 60/2002 and notices were issued to both the parties and both the parties entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner in the Claim Statement are briefly as follows :—

The Petitioner entered the service under the Respondent/Management as a Clerk on 27-12-76 and he was transferred to so many places in Kanyakumari District and he joined on 17-9-92 at Vetunimadam branch. While so, to his great surprise, he was suspended from service by an order dated 6-3-95 and he was issued with charge sheet alleging that when he was working at Vetunimadam branch he had abetted with one Mr. S. Ramalingam, ex-employee of the bank and when he was working at Melpuram branch, the Petitioner has stealthily removed banker's cheque leaves Nos. 045352 to 045400 and handed over the same to Mr. S. Ramalingam and further alleged that when he was working at Vetunimadam branch on 17-9-92, he has stealthily removed the mail transfer advice book containing Nos. 035051 to 035100 and handed over the same to the said Mr. Ramalingam and utilising the above stolen cheques and M.T. advices, the Mail transfers were sent to various branches at Bangalore for Rs. 4,49,709.01 to the credit of various S.B. account holders forging the signatures of officers of issuing branches and hereby the Respondent/Bank was defrauded. Even though the Petitioner has given explanation, it was not accepted and disciplinary enquiry was conducted. The charges framed against the Petitioner are vague and ambiguous and the same is in violation of principles of natural justice. The enquiry was not conducted in accordance with law and the charges are not proved against him. The Enquiry Officer conducted the enquiry in a biased and prejudiced manner. The charge sheet was also issued by the authority without any power or not competent to issue the same. The charge was framed after a long lapse of time and no reason was given for the delay. Mrs. Leela Suresh, who was the custodian of banker's cheques and M.T. Advice books was not examined as a witness in the enquiry proceedings and the Respondent/Bank failed to establish the fact how the Petitioner was related with the charges framed against

him. The crucial witnesses have not been examined and crucial documents have not been produced before the enquiry. Hence, the findings of the Enquiry Officer is totally perverse and is contrary to evidence on record both oral and documentary. The Disciplinary Authority without applying his mind blindly followed the Enquiry Officer and imposed punishment of dismissal from service by an order dated 10-12-98. It is unjust, improper and illegal. Though the Appellate Authority has modified the penalty awarded by the Disciplinary Authority he has not applied his mind with regard to enquiry. Even assuming without conceding that charges have been proved, the punishment imposed is grossly disproportionate to the gravity of the alleged misconduct. Therefore, this Tribunal can interfere with the same under Section 11A of the Industrial Disputes Act, 1947. No opportunity was given to the Petitioner before imposing the punishment, which render the order of punishment void. Hence, for all these reasons, an award may be passed directing the Respondent to reinstate the Petitioner into service with consequential relief.

4. As against this, the Respondent in its Counter Statement contended that the Petitioner while working as SCA at Melpuram branch and Veturimadam branches, he abetted with one Mr. S. Ramalingam of Respondent/Bank in defrauding the bank. The said Mr. Ramalingam was earlier working together in the branch accounts reconciliation department, Central Office, Chennai. The petitioner has stealthily removed certain banker's cheque leaves and also the Mail Transfer advice books and handed over the same to Mr. Ramalingam and utilising the above banker's cheque and Mail Transfer advices, Mail Transfers were sent to various branches of the Respondent/Bank at Bangalore for Rs. 4,49,704.10 to the credit of various S.B. account holders forging the signatures of officers of issuing branches and thereby defrauding the Respondent/bank. As the acts committed by the Petitioner were serious in nature, he was charge sheeted and suspended by the Disciplinary Authority on 6-3-95 and after the Enquiry Officer's report the Disciplinary Authority has imposed punishment of dismissal and after going through the entire records of the case and also the submissions made by the Petitioner in personal hearing, the Disiplinary Authority has awarded this punishment. The Petitioner preferred an appeal against the said order and after personal hearing, the Appellate Authority has modified the order of dismissal to one of compulsory retirement. As the acts committed by the Petitioner clearly show moral turpitude on his part and as an employee of a bank committing misconduct involving moral turpitude, he was rightly removed from the bank's service. The charges are clear and definite charges and it is denied that the same are vague and ambiguous. The departmental proceedings was taken within a reasonable time from the date of detection of the fraud. The oral and documentary evidences amply proves the charges framed against the Petitioner and therefore, the Petitioner's misconduct is proved by evidence produced before the

enquiry. The order passed by the Appellate Authority is legally valid and the Claim Statement submitted by the Petitioner does not contain any valid ground to maintain the petition. Hence, the Respondent prays that the claim may be dismissed with costs.

5. In these circumstances, the points for my consideration are—

- (i) "Whether the compulsory retirement made by the Respondent/Bank against the Petitioner is legal and justified?"
- (ii) "To what relief, the Petitioner is entitled?"

Point No. 1 :—

6. After filing of Claim Statement and Counter Statement by the respective parties, the Petitioner has not come to the witness box to substantiate his claim made in the Claim Statement. Neither the Petitioner nor his counsel on record appeared before this Court to substantiate the contention of the Petitioner. On the other hand the counsel for the Respondent and the Respondent are ready to conduct the case. Though the Petitioner filed a proof of affidavit, he has not come before this Court for cross examination and therefore, the proof of affidavit filed by the Petitioner is not taken into consideration. Under these circumstances, the Court has to consider 'whether the Petitioner has established his contention that the order impugned passed by the Respondent/Bank is illegal and unjustified?'

7. But, as no document was produced by the Petitioner before this Tribunal that the order passed by the Respondent/Management is not valid in law, I find there is no point in the contention of the Petitioner that the Enquiry Officer in the domestic enquiry has prejudiced against him and passed an illegal order. There is not even iota of evidence to substantiate the contention of the Petitioner that the order of punishment imposed by Respondent/Management namely compulsory retirement is not valid in law. Under such circumstances, I find this point against the Petitioner.

Point No. 2 :—

The next point to be decided in this case is to what relief the Petitioner is entitled?

8. In view of my above findings that the Petitioner has not substantiated his contention, I find the Petitioner is not entitled to any relief. No Costs.

9. Thus, the reference is disposed of accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 7th July, 2004).

K. JAYARAMAN, Presiding Officer

Witnesses Examined :

On either side : None

Documents Marked :

On either side : Nil

नई दिल्ली, 13 अगस्त, 2004

का. आ. 2289.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 3/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-2004 को प्राप्त हुआ था।

[सं० एल-12012/131/2002-आईआर (बी-II)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 13th August, 2004

S.O. 2289.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 3/2003) of the Central Govt. Indus. Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Syndicate Bank, and their workmen, received by the Central Government on 12-8-2004.

[No. L-12012/131/2002-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Chennai, the 21st June, 2004.

Present :

K. JAYARAMAN, Presiding Officer

Industrial Dispute No. 3/2003

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Syndicate Bank and their workmen)

Between :

Sri K. Sasidharan Nair : I Party/Petitioner

AND

The Deputy General Manager, : II Party/Management
Syndicate Bank, Regional Office, :
Chennai.

APPEARANCES :

For the Workman : S. M. Subramaniam
Sasikala Subramaniam,
K. Krishnamurthy, Advocates

For the Management : Mr. P. Sukumar,
A. Thayaparan, &
K.C. Krishnamurthy, Advocates

AWARD

The Central Government, Ministry of Labour vide Notification Order No. L-12012/131/2002-IR(B-II) dated

29-11-2002 has referred the following industrial dispute to this Tribunal for adjudication :—

“Whether the termination of service of Shri K. Sasidharan Nair, Deposit Collector by the management of Syndicate Bank is legal and justified? If not, what relief is he entitled?”

2. After the receipt of the reference, it was taken on file as I.D. No. 3/2003 and notices were issued to both the parties and both the parties entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner in the Claim Statement are briefly as follows :—

The Petitioner who is a physically handicapped person, was working as Pigmy Agent in Nagercoil branch of the Respondent/Bank from 24-10-1978 and thus the Petitioner has worked more than twenty years in the Respondent/Bank as Pigmy Agent. The Petitioner's honest and hard work was also appreciated by the Divisional Manager of the Respondent/Bank. While so, when the Petitioner was doing his usual canvassing work, on 5-10-1991 unexpectedly he met with an accident in his legs and immediately admitted in hospital. He remitted the collected amount and other records to the bank through his wife. Subsequently, the Petitioner joined duty after submitting necessary medical certificate and worked till February, 1998. While so, the Petitioner was not well enough to join duty on 11-2-1998, he submitted his leave letter on 11-2-1998 itself and requested the management to avail ten days leave as per the instructions of Doctor. Again as per the advice of Doctor, the Petitioner extended his leave for further ten days with necessary Doctor's certificate by his letter dated 24-2-1998. After the expiry of leave, the Petitioner joined duty on 2-3-1998. All of a sudden and utter surprise of the Petitioner, the then Branch Manager with some mala fide intention told the Petitioner that he would be allowed to do his usual work only if he produces no objection letter from all the pigmy deposit customers from whom he was collecting money. The Petitioner got such letters from the said 161 customers. Since the Petitioner did not give any room for such complaint. Even after that the Petitioner was refused employment by stating that the Manager has to send letters and other records pertaining to employment of the Petitioner to his higher authorities and asked the Petitioner to wait for their reply with regard to concerned Branch Manager's satisfaction. Further, the Bank Manager has also compelled the Petitioner to sign a letter then only he would be provided further employment and the Petitioner reluctantly constrained to sign such a cooked up letter already prepared as per the instruction of the Manager with a fond hope that he would be certainly provided with employment. But all of a sudden without assigning any reasons for termination of work, the termination order dated 27-11-1998 was issued by the Branch Manager bluntly stating the Petitioner's pigmy

agency is terminated with immediate effect. It is a naked violation of all accepted principles of natural justice and against the labour laws and legislations and against the rules laid down by the Courts. The Petitioner has given a representation to the higher officials including the Chairman of the Respondent/Bank. In the meantime, the Manager Mr. Sathyavagheeswaran was transferred and subsequently another Branch Manager succeeded him. He also assured that he would try to get favourable orders from the higher authorities to allow the Petitioner to join duty. Therefore, the Petitioner was waiting and hence there is a delay in filing the necessary complaint before the labour authorities of the Govt. The refusal of the employment to the Petitioner by the Respondent is unjust, illegal and against all acceptable principles of natural justice. Undoubtedly, the deposit collectors are regular employees of the bank and the said ruling is applicable to the Petitioner and hence the Petitioner prays that an award may be passed directing the Respondent/Management to reinstate the Petitioner with back wages, continuity of service and all other incidental benefits for which he is entitled to.

4. As against this, the Respondent contended that the Respondent/Bank accepts several kinds of deposits and one such kind of deposit is called as Pigmy/Adarsh Deposit. The said pigmy deposit was first introduced by the Respondent/Bank and under the scheme of pigmy deposit, the bank deploys its agents to the door steps of the depositors/account holders to collect deposits on daily basis, irrespective of the amount. To facilitate recording of the collection, the bank issues cards made up of two portions which contains dates from 1 to 31. As soon as the deposits are collected by the agent, entries are made against the date on which the collection is made in both portions of the card. One portion of the card is meant for the account holder and the other for bank records. The collections are to be made on daily basis without interruption. The cards will be changed every month i.e. at the beginning of each month. The relationship between the bank and pigmy agent has also been as that of principal and agent and they are not regular employees of the bank. The service rules of the bank are not applicable to these pigmy agents as they are governed by mutually accepted terms and conditions of agreement. The Petitioner was appointed as pigmy agent by an order dated 19-10-1978 for collection of pigmy deposits attached to Nagercoil branch. Even in clause 8 of the agreement he has executed, it is mentioned that 'he will agree that his agency will be terminated by the Principal at any time without any notice to him' and the conditions in the appointment letter are duly accepted by the Petitioner and the covenants in the Memorandum of Agreement executed by the Petitioner clearly shows that the relationship between the bank and the Petitioner is that of principal and agent and nothing beyond that. Even though the Petitioner was aware of the primary responsibilities as per clauses 2, 3 and 7 of the agreement, on several occasions, he did not deposit the collections on the

following day, resorted to non-genuine and false entries, abstained from making collections without informing/without making alternate arrangements and by doing so, he retained the amount collected from the depositors during the previous days/week at his disposal and accounted in the books of the bank after the next day and on some occasions after more than a week from the date of collection. In spite of sufficient warnings, against repetition of such lapses, he continued to commit such irregularities. On 3-9-1991 a short remittance of Rs. 1,000 was noticed and the same was brought to the Petitioner's notice vide letter dated 1-10-1991. By a written explanation, the Petitioner has admitted that he has realised the short remittances and that he has made certain non-genuine entries in bank records. The Petitioner was warned by letter dated 25-10-1991 and was also informed that such lapses will be viewed seriously in future. The collections made on 18-9-1991 was remitted after a delay of ten days. The Petitioner has given explanation that he was hospitalised due to an accident and the collections were retained by him and sent through other pigmy agent. The Petitioner abstained from coming to the branch for remitting the collections and the branch by a letter dated 4-4-1996 brought to the notice of the Petitioner that the amounts which ought to have been collected by him on 30-3-1996 and on subsequent days have not been accounted or remitted by him and that he has also not submitted that collection cards on the first working day of the month. In reply, the Petitioner has informed that he had not made collections and on 6-4-1996 he has submitted the cards and assured that he will not commit such mistakes in future and would abide by rules. Similarly, the Petitioner failed to make collections on 9-8-1996 and also did not remit the collections he made on 8-8-1996. Further, the Petitioner failed to remit collections of 24-9-1996 on 25-9-1996 but remitted the same only on 26-9-1996 which he has confirmed only on 26-9-1996. The Petitioner failed to come to the branch for remitting collection on 24-11-1997 and 27-11-1997 and only after the Manager went in search of him and advised to remit the collections, the Petitioner remitted the collections on 1-12-1997. As per agreement clause 7, the Petitioner is required to inform the bank well in advance about his inability to make collections and has to make alternate arrangement for collection on those days. But, the Petitioner has failed to comply with this on several occasions. Further, the Petitioner has accepted for having made several corrections in the cards, not entered the collections in some cards, not credited the amounts for few months, not collected the deposits for some months, accounted the amounts on several occasions after a gap of several days/week. The act of the Petitioner in not regularly collecting the deposits, belatedly accounting the deposits would shatter the trust of the depositors in the bank. In these circumstances, the Respondent/Bank had to take a serious view of the matter and terminate the agency by letter dated 27-11-1998 as provided under clause 8 of the

memorandum of agreement. It is false to allege that the Petitioner has waited for reply from the higher authorities for more than 3-1/2 years cannot be accepted. He has approached the Assistant Labour Commissioner, Govt. of Tamil Nadu with his complaint only on 28-08-2001 after a lapse of 3-1/2 years on account of which his complaint is barred by limitation and laches. The termination of agency of the Petitioner dated 27-11-1998 much before the Supreme Court ruling dated 13-02-2001, as per practice at the relevant time is in order. Hence, the Respondent prays that the Petition may be dismissed with costs.

5. In these circumstances, the points for my consideration are—

- (i) "Whether the termination of services of the Petitioner by the Respondent/Management is legal and justified?"
- (ii) "To what relief, the Petitioner is entitled?"

Point No. 1 :—

6. In this case, the admitted facts are that the Petitioner joined as Pigmy Agent of the Nagercoil branch of the Respondent/Bank on 24-10-1978. On 2-3-98 he has not been permitted to collect the pigmy deposits from the depositors and on 27-11-1998, termination order was passed against the Petitioner by the Respondent/Management. On behalf of the Petitioner, it was contended that the termination of service of the Petitioner is a naked violation of all accepted principles of natural justice and against all labour laws and legislations and he has not been given any opportunity to deny the allegations made against him and no enquiry was conducted by the Respondent/Management and abruptly he was terminated from service without any rhyme or reason and therefore, it is not valid in law. Further, it is contended that the Petitioner has sent number of letters and representations on 21-10-1998, 19-12-1999 to the higher authorities including the Chairman of the bank to interfere in the termination order issued by the bank Branch Manager with malafide intention. Even after that, they have not considered and therefore, since no enquiry was conducted against the Petitioner and no opportunity was given to repudiate the contention of the Respondent/Bank, the termination is not valid in law and therefore the Petitioner is to be reinstated in service.

7. As against this, on behalf of the Respondent it is contended that the pigmy deposit collectors are not regular employees of the bank, though they are workmen within the meaning of term as defined under Industrial Disputes Act, 1947, therefore, there is no question of absorption and the deposit collectors being paid on same scales and allowances and other service conditions of the regular employees of the bank, they cannot claim normal privileges and rights which are available to regular employees of the bank and the terms of engagement would continue as per agreement entered into by the pigmy agents. In this case, agreement also provides for termination of agency by either

parties at any point of time. The Petitioner in this case on several occasions, did not deposit the collections on the following day, resorted to non-genuine and false entries, abstained from making collections without informing and without making alternate arrangements and by doing so, he retained the amount collected from the depositors during the previous days/week at his disposal and accounted in the books of the bank after the next day and on some occasions after more than a week from the date of collection and in spite of sufficient warnings against the repetition of such lapses, he continued to commit such irregularities. Some instances of belated remittances, short remittances resorting to non-genuine and false entries and abstaining from collections without informing and without making alternate arrangements are continuous in nature and therefore, the bank as per the agreement entered into between the bank and Petitioner, has terminated the services of the Petitioner and in such case, it cannot be contended that the termination is void or not valid in law. Learned counsel for the Respondent further argued that even assuming for argument sake that no enquiry was conducted by the Respondent/Management, in number of decisions, the Supreme Court has held that even if no enquiry is held by employer or enquiry held by him is found to be defective, the Tribunal in order to satisfy itself about the legality and validity of the order had to give an opportunity to the employer's employee to adduce evidence before it. It is open to employer to adduce evidence for first time justifying his action and it is open to the employee to adduce evidence contra and therefore, even for argument sake, the Respondent/Management has not given an opportunity to the Petitioner in this case, before this Tribunal, the Respondent/Management has produced number of documents to show the lapses on the part of the Petitioner and therefore, it cannot be said only due to non-enquiry or defective enquiry, the termination is not valid in law and he relied on the rulings reported in AIR 1973 SC 1227 FIRESTONE TYRE & RUBBER CO. OF INDIA P. LTD. & OTHERS Vs. MANAGEMENT AND OTHERS. In that case, the Supreme Court of India after going through the judgements of various Courts had observed that *"before imposing punishment, an employer is expected to conduct a proper enquiry in accordance with the provisions of Standing Orders, if applicable and principles of natural justice. The enquiry should not be an empty formality. When a proper enquiry has been held by an employer, and finding of misconduct is plausible conclusion flowing from the evidence adduced at the enquiry, the Tribunal has no jurisdiction to sit judgement over the decision of the employer as an appellate body. Interference with the decision of the employer will be justified only when the findings arrived at in the enquiry are perverse or the management is guilty of victimisation and unfair labour practice or mala fide. Even if no enquiry is held by the employer or if the enquiry held by him is found to be defective, the Tribunal in order to satisfy itself about the*

legality and validity of the order had to give an opportunity to the employer and employee to adduce evidence before it and it is open to employer to adduce evidence for first time justifying his action and it is open to the employee to adduce evidence contra. " In this case, the Respondent/Management has examined one Mr. Sathyavagheeswaran, who was the Manager at Nagercoil branch at the relevant period and the Respondent also produced documents Ex. M1 to M29 to prove their contention. The Manager who was examined on the side of the Respondent, namely MW1, has stated that in spite of stipulations of the agreement, the Petitioner on several occasions, did not deposit the collections on the following day, resorted to non-genuine and false entries, abstained from making collections without informing and without making alternate arrangements and by doing so, he retained the amount collected from the depositors during the previous days/week at his disposal and accounted in the books of the bank after the next day and on some occasions after more than a week from the date of collection and he further contended that he continued to commit such irregularities which are evident from Ex. M1 to M15 and M22.

8. Though, on behalf of the Petitioner it is contended that this Manager has got personal enmity with regard to cash consideration against the Petitioner, on behalf of the petitioner nothing relevant produced before this Tribunal to attribute the motive to this witness. Further, from Ex. M1 to M15, I find on 3-9-1991 a short remittance of Rs. 1,000/- was noticed and after it was brought to the notice of the Petitioner, and by his letter dated 1-10-91, the Petitioner by a written explanation admitted that he has realised the short remittances and he has made entries of having received cash, though no cash was received and he has obtained letters from the customers to that effect. Therefore, it is clear that the Petitioner has made some non-genuine entries and therefore, he was warned by a letter dated 25-10-1991. Similarly, the collection on 18-9-91 was remitted after the delay of ten days and by a letter dated 5-10-91, the Petitioner has informed that he was hospitalised due to an accident and the collections were retained by him and sent through other Pigmy Agent, for which the Respondent/Bank issued a letter dated 8-10-91 observing that he should not have held the amount for ten days. On the third occasion, the Petitioner abstained from coming to branch for remitting the collections and the bank on 4-4-96 brought to the notice of the Petitioner that the amount which ought to have been collected by him on 30-3-96 and on subsequent days have not been accounted or remitted by him and he has also not submitted the collection cards on the first working day of the month. For which, the Petitioner has sent a reply on 6-4-96 stating that he had not made any collections and he has submitted the cards and assured that he will not commit such mistakes in future and would abide by rules. Similarly, the Petitioner on 9-8-96 did not remit the collections he made on 8-8-96 on 9-8-96 and he has only remitted the same on 10-8-96. The Respondent witness further stated that the

Petitioner failed to remit the collections of 24-9-96 on 25-9-96 but remitted the same only on 26-9-96. The witness further stated that on 24-11-1997, though he has collected amounts, he has not remitted the amounts and he has remitted the amount only after warning given by the Manager and that too only on 1-12-1997. Thus, he has not paid the collections into the bank regularly or paid the amounts belatedly, which act would shatter the trust of the depositors in the bank and hence for all these reasons, after consideration, the management has taken a decision to terminate the services of the Petitioner as per the agreement and he has also produced a letter written by the Petitioner to the Manager, in which the Petitioner has given a reply that Ex. M12 and M14 were written on the instructions of the Manager and the contents of the letters are not true.

9. But, I find there is no substance in the contention of the Petitioner because, the contents of the letter clearly prove that he has committed some lapses with regard to the collection and belated accounting and deposits into the bank, which were proved by the management by producing number of documents. Under such circumstances, it is only to wriggle out the situation, the Petitioner has taken the stand that these letters were written by the Petitioner on the instructions of the Manager.

10. The learned counsel for the Petitioner all along contended that more than 161 depositors were under the control of the Petitioner as Pigmy Agent and even as per the direction of the Manager, he has obtained 'no objection certificate' from the depositors except one or two who were not available on that date and from this it is clear that the depositors have admitted that the Petitioner has collected the correct amount and mentioned the same in their cards and therefore, it is only due to vengeance and personal enmity, the Manager has taken the stand and made a false complaint to the Regional Office and after a long lapse of time the Regional Office has terminated the service of the Petitioner without any enquiry and without any valid reason or rhythm. Further, he contended that even before his termination he has made several representations to the higher officials including the Chairman of the Respondent/Bank that enquiry should be conducted with regard to the complaints made by the Manager of Nagercoil branch, but for the reasons best known to them, they have not made any enquiry and they have come to a wrong conclusion on the advise of the Manager and therefore, it is not valid in law.

11. But, I find there is no force in the contention of the learned counsel for the Petitioner because from the documents produced before this court, it is clear that on number of occasions, the Petitioner was not regular in collecting deposits and further he was belatedly accounting the deposits and in some times he has gone on leave without informing the bank and only on the date of joining, he has given a letter expressing his inability and also for mercy from the bank authorities. Under such circumstances, it is futile to contend that the Manager of Nagercoil branch of the

Respondent/Bank has given a false complaint against the Petitioner on personal enmity. Further, even though the Petitioner has alleged that he has got personal enmity, he has not produced even a single document to show that the Manager has got some personal enmity with the Petitioner.

12. Again, the learned counsel for the Petitioner argued that non-speaking order dated 27-11-1998 that too after a lapse of eight months without any enquiry is void *ab initio* and the allegation that sometimes he has made deposits belatedly and it resorted to non-genuine and false entries in the cards given to the bank and to the customer, it can be rectified at the end of the month because only at that time both the accounts *i.e.* given to the bank and also given to customer have to be checked by the Manager of the bank and the Petitioner as pigmy agent has to tally with the accounts maintained by the bank and also the cards given to the customers. There may be some minor mistakes due to totalling of amounts and also due to entries in the accounts, but that cannot be taken as a serious note because the Petitioner has every opportunity to rectify the mistakes and on that ground a major punishment cannot be given to the Petitioner. Though, I find some force in the contention of the learned counsel for the Petitioner, the irregular manner in which the Petitioner has acted and belated accounting of the deposits would definitely shatter the trust of the depositors in the bank. Under such circumstances, I find though it is contended that no opportunity was given and no enquiry was conducted by the management against the Petitioner, as per the judgement reported in AIR 1973 SC 1227, I find the management has proved the guilt of the Petitioner before this Tribunal and it was satisfactorily proved before this Tribunal that the Petitioner's lapses had made him to suffer with the punishment imposed by the Respondent/Management.

13. Learned counsel for the Petitioner again argued that the Supreme Court while dealing with the issue of Deposit Collectors of the Bank has held that "*We also see no force in the contention that Section 10 of Banking Regulations Act prevents employment of persons on commission basis. The proviso to Section 10 makes it clear that commission can be paid to persons who are not in regular employment. Undoubtedly, deposit collectors are regular employees of the bank and there is clear relationship of master and servant between them and the respondent/Bank.*" In such circumstances, since the Petitioner is a pigmy deposit collector and the relationship between the Respondent and the Petitioner is master and servant and in such circumstances, without any proper enquiry and without giving any opportunity to deny the allegations made against him, the Petitioner was dismissed from service and therefore, it is not valid in law.

14. As I have already stated that the Respondent has proved before this Tribunal through evidence of MW1 and through the documents produced before this Tribunal

to the effect that the Petitioner has got lapses on his part which made the Respondent to take severe action against the Petitioner and under such circumstances, I find there is no valid contention made by the Petitioner and hence, I find this point in favour of the Respondent/ Management.

Point No. 2 :

The Next point to be decided in this case is to what relief the Petitioner is entitled?

15. In view of my foregoing findings, I find the Petitioner is not entitled to any relief as claimed by him.

16. The reference is answered accordingly.

(Dictated to the P.A transcribed and typed by him, corrected and pronounced by me in the open court on this day the 21st June, 2004.)

K. JAYARAMAN, Presiding Officer

Witnesses Examined:—

For the I Party/ Workman : WW1 Sri. K. Sasidharan Nair

For the II Party/ Management : MW1 Sri Sathyavagheeswaran

Documents Marked:—

For the I Party/ Workman :

Ex. No.	Date	Description
W1	Nil	Xerox copy of the handicapped identity card of Petitioner.
W2	19-10-78	Xerox copy of the appointment order issued to Petitioner.
W3	16-02-90	Xerox copy of the appreciation letter of Divisional Manager.
W4	11-02-98	Xerox copy of the letter from Petitioner to Branch Manager.
W5	23-02-98	Xerox copy of the medical certificate produced by Petitioner.
W6	24-02-98	Xerox copy of the letter from Petitioner to Branch Manager.
W7	23-04-98	Xerox copy of the representation given by Petitioner to Deputy General Manager.
W8	07-10-98	Xerox copy of the letter from Asstt. General Manager to General Secretary of Petitioner Union.
W9	21-10-98	Xerox copy of the representation submitted by Petitioner.
W10 Series Nil		Postal Acknowledgement Cards.
W11	28-10-98	Xerox copy of the letter from Petitioner to Branch Manager.

W12	29-10-98	Xerox copy of the postal acknowledgement.	M19	Nil	Extract of Pigmy Collection Register.
W13	25-11-98	Xerox copy of the letter from Petitioner to Respondent.	M20	Nov.1997*	Extract of Pigmy Collection Register
W14	29-12-98	Xerox copy of the postal acknowledgement.	M21	Sep.1997	Extract of pigmy Collection Register
W15	27-11-98	Xerox copy of the order to termination issued to Petitioner.	M22	26-02-98	Xerox copy of the letter from Petitioner to Respondent
W16	19-12-98	Xerox copy of the representation from petitioner to Respondent.	M23	24-10-78	Xerox copy of the agreement executed by Petitioner
W17	24-12-98	Xerox copy of the letter from petitioner to Respondent/ Management.	M24	Nov. 97	Original Card of PP No. 13134
W18 series Nil		Postal acknowledgement cards.	M25	Sep. 97	Original Card of PP No. 13203
			M26	Sep. 97	Original Card of PP No. 13205
			M27	Nov. 97	Original Card of PP No. 13134
			M28	Sep. 97	Original Card of PP No. 13203
			M29	Sep.97	Original Card of PP No. 13205

For the II Party/ Management:—

Ex. No.	Date	Description
M1	03-09-91	Xerox copy of the letter from Petitioner to Branch Manager.
M2	05-10-91	Xerox copy of the letter from Petitioner to Branch Manager.
M3	01-10-91	Xerox copy of the letter from Respondent/ Bank to Petitioner.
M4	08-10-91	Xerox copy of the letter from Respondent to Petitioner.
M5	25-10-91	Xerox copy of the letter from Respondent to Petitioner.
M6	04-04-96	Xerox copy of the letter from Respondent/Bank to Petitioner.
M7	06-04-96	Xerox copy of the letter from Petitioner to Respondent/Bank.
M8	10-08-96	Xerox copy of the letter from Petitioner to Respondent/ Bank.
M9	24-08-96	Xerox copy of the letter from Petitioner to Respondent/Bank.
M10	26-09-96	Xerox copy of the letter from Petitioner to Respondent/ Bank.
M11	25-01-97	Xerox copy of the letter from Petitioner to Respondent/ Bank.
M12	13-02-97	Xerox copy of the letter from Petitioner to Respondent/ Bank.
M13	02-12-97	Xerox copy of the letter from Petitioner to Respondent/ Bank.
M14	11-02-98	Xerox copy of the letter from Petitioner to Respondent/ Bank.
M15	12-02-98	Xerox copy of the letter from Petitioner to Respondent/ Bank.
M16	Nov..97	Extract of Pigmy Deposit No. 13134 card.
M17	06-09-97	Extract of Pigmy Deposit Card No. 13202.
M18	17-09-97	Extract of Pigmy Deposit Card No. 13205.

नई दिल्ली, 13 अगस्त, 2004

का. आ. 2290.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक/अधिकरण श्रम न्यायालय लखनऊ के पंचाट (संदर्भ संख्या 123/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-2004 को प्राप्त हुआ था।

[सं० एल-12011/59/2001-आईआर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 13th August, 2004

S.O. 2290.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 123/2001) of the Central Govt. Indus. Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the management of Union Bank, of India and their workmen, received by the Central Government on 12-8-2004.

[No. L-12011/59/2001-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT LUCKNOW**

Present :— Shrikant Shukla,
Presiding Officer

I.D No. 123/2001

Ref. No. L-12011/59/2001-IR (B-II) dated 27-7-2001

BETWEEN

Secretary, Union Bank of Staff Association C/o Union Bank of India 24/53, Birhana Road, Kanpur- 208001

AND

Assistant General Manager
Union Bank of India, Pandu Nagar
Kanpur (U.P.) 208001.

AWARD

The Government of India, Ministry of Labour *vide* their orders No.L-12011/59-2001-IR (B-II) dated: 27-7-2001 has referred following issued to the Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court, Lucknow for adjudication :

“Whether the action of Assistant General Manager, Union Bank of India, Kanpur in denying the officiating special allowance attached to the post of Computer Operator and head Cashier ‘C’ to Shri A.K. Sharma, Clerk from 29-3-1996 to 4-7-2000 is legal and justified? If not, what relief the concerned workman is entitled to ?”

Shri P.N. Shukla, Secretary, Union Bank Staff Association has filed the statement of claim alleging therein that during the year 1996 the SSB, Generalganj, Branch of the Union Bank of India was independent branch with separate entity having separate license from the Reserve Bank of India and having allotted separate code by clearing house, Kanpur. The branch was provided with one Computer Operator and one Head Cashier drawing special allowance of Rs. 410/- and Rs. 379/- per month respectively, on permanent basis. As per banks’ policy during the leave period of clerk drawing special allowance, the special allowance is paid to senior most clerk of the branch and in case no other clerk is available in the branch, the special allowance is paid to senior most clerk at the station. During the period of dispute there was no other clerk in the branch and Mr. A. K Sharma of Regional Office, Kanpur was the senior most clerk at the station and he was entitled for the allowance during the leave period of Computer Operator and Head Cashier of SSB Generalganj Branch. The management of Union Bank of India, Regional Office, Kanpur, instead of asking Mr. A.K. Sharma to work in place of Computer Operator and head Cashier during their leave period and paying him the special allowance to which he was legitimately entitled to, paid the special allowance to clerk junior to him, thus violating the policy of higher allowance in the bank. Mr. A.K. Sharma due to above act of the bank, has been denied with the rightful claim of special allowance details of which is as follows:

Claim statement of Computer Operator special allowance payable to Sh. Ashok Kumar Sharma, Senior Clerk from 29-3-96 to 4-7-2000.

Month	Days
1	2
July, 96	3
September, 96	7
November, 96	1

1

2

February, 97	10
March, 97	5
April, 97	11
November, 97	1
December, 97	16
July, 98	5
August, 98	6
September, 98	1
December, 98	3
January, 99	3

Claim statement of Head Cashier Category C and E to Shri Ashok Kumar Sharma, Senior Clerk From 29-3-96 to 4-7-2000.

Months	Days
1	2
April, 96	30
May, 96	31
June, 96	30
July, 96	28
August, 96	31
September, 96	23
October, 96	24
November, 96	29
December, 96	31
January, 97	31
February, 97	18
March, 97	26
April, 97	19
May, 97	4
June, 97	3
October, 97	2
November, 97	1
February, 98	6
July, 98	1
August, 98	6
March, 99	1
June, 99	4
July, 99	3
January, 2000	1
February, 2000	1
April, 2000	1
May, 2000	3
June, 2000	1

It has therefore been prayed that the management of Union Bank of India be directed to pay the special allowance to Mr. A.K. Sharma for the above said period.

The management of the Bank has filed the written statement denying the claim of the Union. Denying the claim of the union the management has stated that the dispute has no relevance because Shri A.K. Sharma is not the senior/eligible to be considered for officiating as computer operator/head cashier in SSB, Generalganj branch, Kanpur, as per policy of the Bank. The union has not disclosed the name of the computer operator/head cashier, paid the special allowances junior to Shri A.K. Sharma, as alleged. It is well settled that such type of special allowances, involving greater skill or responsibility are paid to only those persons who are required to perform or actually performed the additional duty/duties and/or under take the responsibility as Shri Sharma has not performed any duty as such claim of Shri. A K Sharma is not legally tenable.

The union has filed its rejoinder. The union secretary has alleged that employees who have paid special allowance instead of A.K. Sharma do not excel in skill or responsibility. Further no such condition has been imposed in the Bank Policy. The Bank cannot avoid the rightful claim of A. K. Sharma on the ground that since Mr. A.K. Sharma has not performed the duty his claim is untenable. Because it is not the fault of A.K. Sharma but it is fault on the part of Bank who has not asked Mr. Sharma to perform such duties.

The union has filed affidavit of Sh. A.K. Sharma and following documents :

1. Photo copy of Promotion Policy for Clerical Staff for promotion to Officer Cadre, with annexure, paper No. 5/2 and 5/3.
2. Photo copy of Inter Office Letter of Manager (Personnel) to the AGM, Regional Office, Kanpur regarding posting of Computer Operator on Ad-hoc basis at the SSB branch, paper No. 54.
3. Photo state copy of Circular No. 4058 dated 3-3-1994.
4. Photo state copy of seniority list, which is not complete, paper No. 5/7 to 5/10.
5. Salary statement of March 1998, paper No. 5/11 to 5/13.

The opposite party has filed the affidavit of Sh. Ganga Ram.

The workman, A.K. Sharma did not turn up for cross-examination although a date was fixed for this purpose. Since none was present for the workman on 27-3-2003, the case proceeded ex-parte against the workman. It is mentioned in the order sheet that the worker is not present to be cross-examined, therefore, it is believed that the workman does not want to with stand the cross-examination by the management. Therefore, the management was directed to produce evidence on 24-4-2003. The management was also directed to produce evidence and seniority list but they have not done so. The workman remained absent till 8-9-2003 and therefore, the learned

representative of the Bank on 8-9-2003 concluded the evidence of the Bank and his arguments were heard. It was desired to have the re-argument on the dispute hence, notices were issued to the parties fixing 3-8-2004 for argument. Notices were issued by the registered post. The secretary of the union turned up and I have heard him at length. None present for the Bank.

According to the documents of the trade union secretary all assignment in clerical cadre on temporary basis will be made on branch wise simple seniority. Vacancies attracting Special Allowance, occurring on temporary basis even for a single day shall be filled in on the basis of simple seniority of the employee working at the branch. It is also mentioned in the paper No. 5/3 that those employees who are interested in working in temporary vacancy of Head cashier Category 'C'/Assistant Head Cashier, shall express their willingness to do so in writing to the Branch Manager. Whenever an occasion arises for such temporary posting, the same shall be done on the basis of simple seniority from amongst those who have given such an undertaking in writing. In case no employee available for filling up such temporary post, then such post will be filled in by offering the same to the senior most employee of the Branch (without any weightage) who might have given an undertaking expressing his willingness.

From the above it is clear that higher assignment and consequential allowances could be given to the senior most employee, provided such employee gives his express willingness to do so.

It is noteworthy that Sh. A.K. Sharma was not working the SSB, Generalganj branch, therefore, he has no occasion as per above settlement to officiate on the post of Computer Operator/Head Cashier during the period. It is not mentioned in the statement of claim that Sh. A. K. Singh was working in the SSB, Generalganj, branch. It is also not stated in the statement of claim that he actually officiated as Computer Operator/Head Cashier.

The trade union secretary who has come forward has argued that according to guidelines issued by the letter dated 24-6-96 by the Department of Personnel, Sh. A.K. Sharma was posted at Regional Office, Kanpur should have been offered the special allowance. He has drawn by attention to paper No. 5/4. The contents of which are as follows :

"We refer to our letter and discussion we had with you during March/April, 1996 regarding posting of Computer Operator in the newly opened SSB Branches on ad-hoc basis in absence of panel of successful candidates for the post of computer operator for the particular stations.

As CO guidelines in this regard suggested that in the absence of panel, ad-hoc computer operators are to be posted on the basis of simple seniority from amongst the eligible clerical employees working at the station. We had requested you to post ad-hoc computer operator at

the SSB Branch on the basis of above mentioned guidelines and inform us about the name of the employee who has been given such ad-hoc posting. However, we are yet to get the names of computer operators at these branches as a result of which we are unable to up date our record.

Therefore, we request you to inform us the name of computer operator working at the above mentioned branches and whether their posting is of ad-hoc or permanent nature by FAX.

Please treat the matter as URGENT.

The above guideline is for the posting of Computer Operator on ad-hoc basis at the SSB branch. The said letter refers to the posting of Computer Operator on ad-hoc basis. It is not alleged in the statement of claim that he has applied for posting of Computer Operator at ad-hoc basis and he was denied for appointment on such basis. As such, guidelines are of not helpful for Sh. A.K. Sharma or union. The guidelines dated 24-6-96 does not confer any right to Sh. A.K. Sharma to have special allowance without actually performing any duties of Computer Operator. No provision has been shown where the senior most clerk at the station could be assigned the job of higher post without his consent. The Chief Manager of the Bank, Sh. Ganga Ram has stated that Sh. A. K. Singh was not deputed to SSB branch, Generalganj, Kanpur and therefore he could not be given any special allowance.

It is also not proved that Sh. A.K. Sharma gave his willingness for performing the duties of Head Cashier/ Computer Operator. I am therefore of the considered opinion that Sh. A.K. Sharma has no right to special allowance attached to the post of Computer Operator and Head Cashier as he was not posted at SSB branch, Generalganj, Kanpur nor he performed any duties to such post. The reference is not to the effect of his appointment of the ad-hoc basis nor there are any allegations for the posting of Computer Operator on ad-hoc basis. The dispute referred therefore is decided in the favour of the management of the Bank and against the Union Bank Staff Association. Award passed accordingly.

Lucknow

4-8-2004 SHRIKANT SHUKLA, Presiding Officer

नई दिल्ली, 13 अगस्त, 2004

का. आ. 2291.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार चेन्नई पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 132/2003)

को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-2004 को प्राप्त हुआ था।

[सं. एल-33011/4/2003-आईआर(बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 13th August, 2004

S.O. 2291.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 132/2003) of the Central Govt. Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Chennai Port Trust, and their workmen, received by the Central Government on 12-8-2004.

[No. L-33011/4/2003-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 22nd June, 2004.

Present :—K. JAYARAMAN, Presiding Officer

Industrial Dispute No. 132/2003

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Chennai Port Trust and their workmen]

BETWEEN:

The General Secretary : I Party/Claimant
Madras Port United Labour Union

AND

The Chairman : II Party/Management
Chennai Port Trust,
Chennai

APPEARANCES:

For the Claimant : M/s. R. P. Panner Selvam,
C.R. Malarvannan & M.
Ganesan, Advocates

For the Management : Mr. G. Venkataraman and
N. Krishnakumar, Advocates

AWARD

The Central Government, Ministry of Labour vide Notification Order No. L-33011/4/2003-IR(B-II) dated

14-08-2003 has referred the following industrial dispute to this Tribunal for adjudication :—

“Whether the demand of the union for payment of consolidated amount of Rs. 1000 to 182 casual workers as per Clause 7 of the Settlement dated 25-05-2001 by the management of Chennai Port Trust is justified? If not, what relief are they entitled to?”

2. After the receipt of the reference, it was taken on file as I.D. No. 132/2003 and notices were issued to both the parties and both the parties entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner Union in the Claim Statement are briefly as follows :—

A memorandum of settlement for merger of Madras Dock Labour Board with Chennai Port Trust was reached under Sections 2(p) and 12(3) of Industrial Disputes Act, 1947. In that settlement Clause 7 reveals that “as a result of grouping all categories of workers with uniform scales of pay, all daily rated workers of Madras Dock Labour Board will be brought under a monthly wage system and consequently, the existing practice of calculating the basic pay by dividing 26 days (exclusive of four weekly off days) multiplied into 30 days will be discontinued and a consolidated amount of Rs. 1,000 per month per worker as against the demand of Rs. 1200 will be paid as a personnel pay to all the categories of incumbent workers uniformly without calculating individually.” But the workers appointed after the date of this agreement shall not be entitled to this additional benefit of Rs. 1000 per month. Thus, the II Party/Management Chennai Port Trust failed to enforce clause 7 of the 12(3) merger settlement pertaining to the protection of wage of cargo handling workers. Hence, the I Party Union represented with a request letter on 27-2-2002 to the II Party/Management, Chennai Port Trust Management. But, the II Party/Management has rejected the claim on the ground that pay protection would be given to the workers who are on the rolls on the date of merger and shall not apply to workers who join after the date of merger and it shall not apply to workers who join after the date of merger. The II Party/Management with a bad intention want only framed the above words for their convenient to deny the pay protection for the 182 casual employees who were regularised subsequent to 12(3) merger settlement reached on 25-5-2001. In fact, the above words mentioned in Clause 7 of the settlement applicable only to statutory benefits like pension, gratuity, compensation etc. The contention of the Respondent/Management that it is applicable only to persons who are on the rolls on the date of merger is against the statutory settlement, irrational and deliberate and further the explanation given by the Chennai Port Trust is solely unwarranted and unjustified

on the facts contained in 12(3) settlement reached on 25-5-2001. The statutory settlement is binding on the parties thereto and neither party can wriggle out the settlement so long as the settlement is in force. The Chennai Port Trust Management have refused to follow the legal procedure to enforce the 12(3) settlement with regard to 182 casual employees, the said settlement is lawfully binding and therefore, they should not violate the terms of 12(3) settlement mentioned above. Hence, for all these reasons, the Petitioner Union prays that an award may be passed directing the Respondent for payment consolidated amount of Rs. 1000 to 182 casual workers as per Clause 7 of the Settlement dated 25-5-2001.

4. As against this, Respondent/Management in the Counter Statement contended that the management of erstwhile Madras Dock Labour Board had entered into an agreement with the representatives of the workmen before Assistant Labour Commissioner (Central) Chennai for the merger of Madras Dock Labour Board with the Chennai Port Trust reached under Sections 2(p) and 12(3) of Industrial Disputes Act, 1947 on 25-5-2001. Clause 7 of the settlement, with regard to protection of wage of cargo handling workers, says that “all daily rated workers of Madras Dock Labour Board will be brought under a monthly wage system and consequently, a consolidated amount of Rs. 1000 per month per worker was agreed to be-paid as their personal pay to all the categories of incumbent workers uniformly. However, the workers appointed after the date of this agreement shall not be entitled to this additional pay protection. The personal pay of Rs. 1000 granted towards wage protection shall be reckoned for statutory benefits like pension, gratuity, compensation etc. and shall be applicable only to workers who are on the rolls on the date of the merger and it shall not apply to workers who join after the date of merger. In Clause 17 which says regarding regularisation of service of casuals that it is agreed to continue the 182 casual workers who were appointed during 1996 and they will be absorbed in the port trust against the natural vacancies, a day after the merger and the natural vacancies which arose from 1-1-2001 will be reckoned for that purpose. Therefore, 182 casual workers whose cause the Petitioner Union is espousing were not borne in the schedule of workers in the erstwhile Madras Dock Labour Board and these 182 casuals were regularised w.e.f. 1-6-2001 and before their regularisation of service, they were paid daily wages applicable to Mazdoors at the minimum in the scale of pay of mazdoors on the dates of their engagement for work and they were not entitled for the benefits such as minimum guaranteed wages, leave wages, holiday wages, off pay wages etc. whereas the permanent mazdoors were entitled to all the benefits mentioned above and they were regular workers. The provisions of Dock Workers (Regulation of Employment) Act, 1948 shall ceased to have effect in relation to Port of Chennai w.e.f.

28-5-2001. Accordingly, the MDLB was merged with Chennai Port Trust w.e.f. 28-5-2001. But, the services of casual workers were regularised only w.e.f. 1-6-2001. These 182 casual workers prior to their regularisation as mazdoors were kept separately and not listed as dock workers under any of the provisions of the four statutory schemes which were administered by erstwhile MDLB. The Respondent has given a reply dated 23-6-2002 stating all these things and pay protection shall not apply to workers who joined after the date of merger i.e. on 1-6-2001, therefore, the pay protection claimed by the Petitioner cannot be extended to the said casual workers on par with the permanent workers as per clause 7 of the merger settlement. The respondent has not made any violation of the terms of settlement. Therefore, 182 casuals are not entitled for pay protection on par with regular workers since they were not on the rolls on the date of merger. Hence, for all these reasons, the respondent prays the claim may be dismissed with costs.

5. In these circumstances, the points for my consideration are—

(i) "Whether the demand of the Petitioner Union for payment of consolidated amount of Rs. 1000 to 182 casual workers as per clause 7 of the Settlement dated 25-5-2001 by the Respondent/Management is justified?"

(ii) "To what relief, the 182 casual workers are entitled?"

Point No. 1 :—

6. The short point to be decided in this case is whether the 182 casual workers, who have been absorbed by the Respondent/Management after 1-6-2001 are entitled to the pay protection of Rs. 1,000 as per the settlement. The Petitioner Union contended that the management of erstwhile Madras Dock Labour Board had entered into an agreement with the representatives of the workmen before Assistant Labour Commissioner (Central), Chennai on 25-5-2001 for merger of Madras Dock Labour Board with the Chennai Port Trust and they reached a settlement under Sections 2(p) and 12(3) of Industrial Disputes Act, 1947. Under Clause 7, it is mentioned that the daily rated workers of erstwhile Madras Dock Labour Board will be brought under monthly wage system and consequential pay protection of Rs. 1000 per month will be awarded to the daily rated workers and paid as personal pay to all the categories of incumbent workers uniformly without calculating individually. In this case, 182 casual labourers, who have been absorbed by the II Party/Management after 1-6-2001 and therefore, as per the above said settlement, the 182 casual workers are entitled to their wage protection as mentioned in Clause 7 of the settlement. But, as against this, it is the contention of the Respondent that this wage protection was given only to workers who were on rolls on the date of merger, and it is clearly stated in the settlement that workers appointed after the date of settlement shall

not be entitled to additional benefit of Rs. 1,000 per month. The 182 casual workers, whose cause the Petitioner Union is espousing, were not borne in the schedule of workers in the erstwhile Madras Dock Labour Board and as per the merger settlement dated 25-5-2001, these 182 casuals were regularised w.e.f. 1-6-2001 i.e. a day after the date of merger on 1-6-2001 in the available vacancies. Further, it is the contention of the Respondent that the 182 casuals prior to their regularisation of service were paid daily wages applicable to Mazdoors at the minimum in the scale of pay of mazdoors on the dates of their engagement for work and they were not entitled for the benefits such as minimum guaranteed wages, leave wages, holiday wages, off pay wages etc., whereas the permanent mazdoors were entitled to all the benefits mentioned above and they were regular workers. Further, it is the contention of the Respondent that the concept of calculating the basic pay by dividing 26 days (exclusive of four weekly off days) and multiplied into 30 days in a month is applicable to only regular and permanent dock workers and only for the short fall in emoluments on conversion to monthly wage system, they were paid this pay protection of Rs. 1,000 as personal pay in the emoluments on conversion to monthly wage system. This protection was not given to the persons, who were absorbed subsequent to the date of merger and therefore, the 182 casual labourers are not entitled to pay protection as mentioned in Clause 7 of the settlement.

7. To ascertain whether the contention of the Petitioner Union can be accepted, we have to go through Clause 7 of the said settlement which says "as a result of grouping of categories of workers with uniform scales of pay, all daily rated workers of Madras Dock Labour Board will be brought under a monthly wage system and consequently, the existing practice of calculating the basic pay by dividing 26 days (exclusive of four weekly off days) multiplied into 30 days will be discontinued and a consolidated amount of Rs. 1,000 per month per worker as against the demand of Rs. 1200 will be paid as a personal pay to all the categories of incumbent workers uniformly without calculating individually." It further says, however, the workers appointed after the date of this agreement, shall not be entitled to this additional benefit of Rs. 1,000/- per month. The similar pay protection would be given to all other categories of workers who were all daily rated workers and whose emoluments fall short due to conversion instead of monthly wage system, this personal pay of Rs. 1,000 granted towards wage protection shall be reckoned for statutory benefits like pension, gratuity, compensation etc. and shall be applicable only to the workers who were on the rolls on the date of merger and it shall not apply to the workers, who join after the date of merger. In the same settlement, Clause 17 which deals with regularisation of casuals, says "it is agreed to continue 182 casual workers who were appointed during 1996, these casual workers will be absorbed in Port Trust against natural vacancies, a day

after the merger. The only vacancies which arose from 1-1-2001 will be reckoned for this purpose."

8. Learned counsel for the Petitioner contended that the wordings in clause 7 which say, this clause is applicable to those who are on the rolls on the date of merger and shall not apply to those who join after the date of merger were added by the Respondent/Management with a bad intention and wantonly framed the above words for their convenient to deny the pay protection to 182 casual employees, who were regularised subsequent to 12(3) settlement reached on 25-5-2001 and approved by the Central Government subsequently and it is further argued that the words mentioned in second para of clause 7 of the Settlement are applicable only to statutory benefits like pension, gratuity, compensation etc. and is applicable to 182 casuals. Further, the learned counsel for the Petitioner argued that since the settlement entered into by the parties are under Section 12(3) of Industrial Disputes Act, 1947, such statutory settlement is binding on the parties thereto and neither party can wriggle out the Settlement so long as the settlement is in force. In this case, only for the sake of refusal, the Respondent/Management contended that the pay protection is not applicable to 182 casuals, but it is also applicable to the casuals absorbed by the Port Trust. Further, the learned counsel for the Petitioner argued that the Supreme Court has held that once a written settlement is arrived at during the conciliation proceedings, such settlement under Section 12(3) has binding force not only on the signatories to the settlement but also on all parties to the industrial dispute which could cover the entire body of workmen. In this case, the benefits given under Clause 7 of the above settlement will be a binding effect on not only the signatories but also on all the parties of industrial dispute namely 182 casuals who are the entire body of the workmen and therefore, the Respondent cannot contend that it is not applicable to casuals.

9. Though I find some force in the contention of the Petitioner, I find there is no point in this because, the terms of the settlement must be looked into by the statutory authorities. The said settlement has clearly stated that the workers joined after the date of this agreement shall not be entitled to this additional benefit of Rs. 1,000 per month and further, the same clause shall also mention that the said benefit shall be applicable only to the workers who are on the rolls on the date of merger and it shall not apply to workers who joined after the date of merger. Therefore, if the Petitioner wants to get the benefits of Clause 7, the Petitioner Union must establish before this Tribunal that the 182 casual workers were on the rolls on the date of merger. But, it is clearly admitted by both sides that 182 casual workers who were not borne in the schedule of Workers in the erstwhile Madras Dock Labour Board but they were regularised by the Port Trust with effect from

1-6-2001 i.e. subsequent to the date of settlement i.e. a day after the date of merger on 1-6-2001 in the available vacancies. Therefore, I am of the opinion that the personal pay of Rs. 1,000 granted towards wage protection will not be applicable to 182 casual workers who have joined subsequent to the date of settlement i.e. a day after the date of merger on 1-6-2001. Since the settlement is entered into under section 12(3) of Industrial Disputes Act, 1947, the terms of the settlement should be enforced strictly and in that sense. I find the 182 casual workers are not entitled to personal pay protection given under Clause 7 of the settlement. Thus, I find this point against the Petitioner Union.

Point No. 2 :—

The next point to be decided in this case is to what relief the 182 casuals are entitled?

10. In view of my foregoing findings that 182 casual workers involved in this dispute are not entitled to claim the pay protection as mentioned in Clause 7 of the settlement dated 25-5-2001. I find the casual workers are not entitled to any relief as claimed by the Petitioner Union. No Costs.

11. The reference is answered accordingly.

(Dictated to the P. A. transcribed and typed by him. corrected and pronounced by me in the open court on this day the 22nd June, 2004.)

K. JAYARAMAN, Presiding Officer

Witnesses Examined :—

On either side : None

Documents Marked :—

For the I Party/Workman :

Ex. No.	Date	Description
W1	25-05-2001	Xerox copy of the 12(3) settlement pages 12 & 16.
W2	27-02-2002	Xerox copy of the letter from Petitioner Union to II Party/Management.
W3	23-06-2002	Xerox copy of the reply given by Respondent/Management to Petitioner Union.
W4	02-01-2003	Xerox copy of the reply submitted by Respondent Before Assistant Labour Commissioner (Central).

For the II Party/Management :—

Ex. No.	Date	Description
M1	29-05-2001	Xerox copy of the Government of India Notification.
M2	25-05-2001	Xerox copy of the 12(3) settlement.

नई दिल्ली, 13 अगस्त, 2004

For the non-applicant : Sh. R.C. Papriwal

Date of award : 16-7-2004

का.आ. 2292.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 62/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-08-2004 को प्राप्त हुआ था।

[सं० एल-12012/75/99-आई आर (बी-II)]

सी० गंगाधरण, अवर सचिव

New Delhi, the 13th August, 2004

S.O. 2292.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 62/99) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure, in the Industrial Dispute between the management of Union Bank of India and their workmen, which was received by the Central Government on 12-08-2004.

[No. L-12012/75/99-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JAIPUR
Case No. CGIT-J/62/99**

Reference No. L-12012/75/99-IR(B-II)

Sh. Sanjay Kr. Chorasias,
S/o Sh. Jamuna Bhagat,
Through, Prahlad Singh,
102, Kailashpuri,
Sandhi Farm,
Tonk Road, Jaipur

..... Applicant

Versus

General Manager,
Union Bank of India,
Allabux Building, 1st Floor,
MI Road, Jaipur (Raj.)-6

.....Non-applicant

PRESENT:Presiding Officer: Sh. R.C. Sharma

For the applicant : Sh. Niraj Bhatt

AWARD

1. The Central Government in exercise of the powers conferred under Clause 'D' of Sub-section 1 and Sub-section 2(A) to Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as 'the Act') has referred the following industrial disputes for adjudication to this Tribunal which according to its corrigendum dated 18-02-2002 runs as under :—

“Whether it is a fact that the vehicle of the management of Union Bank of India was driven by the disputant Sh. Sanjay Kumar Chorasias during the period from 24-01-1995 to 11-06-1998? If so, whether the action of the management in discontinuing/terminating the service of the disputant as Driver w.e.f. 11-06-1998 is proper, justified and legal? If not to what relief is the disputant concerned entitled to?”

2. The workmen in his amended claim statement has petitioned that he was appointed as a driver on 24-1-95 by the Union Bank of India (for short, the bank) at its MI Road Branch, Jaipur to drive the vehicles No. RJ 14C 4496, RJ 141C 9980 & RJ 14/4491. He was also assigned the work of 4th Class besides his duties of a driver, who continuously worked up to 10-6-98. But on 11-6-98, his service was terminated by the bank manager, Sh. N.L. Sharma (MW-1).

3. Assailing his termination, he has averred that prior to his termination neither the legal notice or one month's pay in lieu thereof nor the retrenchment compensation was paid to him. At the time of his termination, the junior employees to him were retained. He has alleged that the management has violated the provisions under Section 25-F of the Act and the rules 77 & 78 of the Industrial Disputes Rules, 1957. He has prayed for his reinstatement with all other consequential benefits.

4. In turn, the non-applicant disputing the claim has stated in his amended written statement that the workman was not appointed by the bank to drive the aforesaid vehicles, but three cars were provided by the bank to the Branch Manager, MI Road Branch, Jaipur who at his personal level engaged the workman to drive the cars. He has also averred that appointments are made in the bank after following the prescribed procedure and that there is no such sanctioned post in the bank. It has been further stated that the wages to be paid to the driver were provided by the bank to the Manager from the miscellaneous expenditure head and thereafter the payment was made to the driver. On some occasions the payment of wages was made to him through vouchers. The non-applicant's

avement is that thus the workman was a personal driver of the Branch manager. The violation of the legal provisions on behalf of the bank has been denied.

5. In the rejoinder, the workman has reiterated the facts as stated in the statement of claim.

6. On the pleadings of both the parties, the following points for determination were framed :—

I. आया प्रार्थी विपक्षी संस्थान में दिनांक 24-01-1995 को बैंक के वाहन को चलाने के लिये नियुक्त किया गया था व उसने विपक्षी संस्थान में दिनांक 11-6-1998 तक कार्य किया ?

II. आया प्रार्थी को व्यक्तिगत तौर पर शाखा प्रबन्धक, एम.आई. रोड, जयपुर शाखा ने कार चलाने के लिए रखा था ?

III. आया प्रार्थी औद्योगिक विवाद अधिनियम, 1947 की धारा (एस) के अन्तर्गत 'कर्मकार' की श्रेणी में आता है व अप्रार्थी 'नियोजक' की श्रेणी में ?

IV. आया अप्रार्थी के द्वारा औद्योगिक विवाद अधिनियम की धारा 25-एफ व औद्योगिक विवाद (केन्द्रीय) नियम, 1957 के नियम 77, 78 का उल्लंघन किया गया है ?

V. आया प्रार्थी की सेवामुक्ति के समय उससे कनिष्ठ श्रमिक विपक्षी संस्थान में कार्यरत थे ?

VI. आया प्रार्थी की सेवामुक्ति औद्योगिक विवाद अधिनियम, 1947 की धारा 2 आर. ए. में वर्णित अनुचित श्रम व्यवहार है ?

VII. आया प्रार्थी की सेवामुक्ति शास्त्री अवार्ड के पद संख्या 507(2), 493(9), 616(3), 495 का उल्लंघन कर की गई है ?

VIII. आया प्रार्थी किस सहायता को प्राप्त करने का अधिकारी है ?

7. In the evidence, the workman has examined himself. In the defence, the counter affidavits of MW-1, Sh. N.L. Sharma, Sr. Manager, MW-2, Sh. S.K. Baweja, the Branch Manager and MW-3, Sh. P.P. Bhatnagar, the Branch Manager were submitted, who were cross-examined on behalf of the workman.

8. Both the parties have also the documentary evidence. The workman has submitted 43 documents in support of his case, whereas the non-applicant has brought on record as many as 11 documents.

9. I have heard both the parties and have gone through the record. The point-wise discussion follows as under :—

Point No. I, II, III & VII

10. Since all these points involve the inter-linked facts these are discussed together.

11. The Id. representative for the workman submits that the workman was appointed as driver on 24-1-95 by the bank who continuously worked with the three Branch Managers of the bank and was directly paid the wages by the bank through the cash vouchers. Placing his reliance upon the cash vouchers Ex. W-2 to W-25, the Id. representative further submits that these cash vouchers were produced by the non-applicant in pursuance of the direction of this Court given to him and the workman has also filed the copies of the log book Ex. W-26 to W-42 to prove that he was employed by the bank and he was driving the car of the bank. The Id. representative has also contended that the workman was appointed by the bank after advertising the post and the copy of the advertisement Ex. W-1 has been placed on the record. It is also his contention that the log book is an official document which indicates that the workman was employed by the bank for the official purposes.

12. Arguing contra, the Id. representative for the non-applicant urges that the workman was not appointed to ply the vehicles by the management, that there is a set procedure of appointment for regular posts in the bank and on following that the driver is appointed and that no post of driver exists in the bank. His further submission is that no appointment letter on behalf of the bank was issued, that the workman's name was not sponsored by the employment exchange, his attendance was not marked in the attendance register of the staff and he was paid the wages through the cash vouchers only. The Id. representative further adds that the service of the workman was not terminated by the bank, his duties were not allotted by the bank and the control over him was not even exercised by the bank. According to his contention, the appointment which is not in accordance with the procedure is invalid and the workman was only a daily wage, who cannot be treated as the employee of the bank.

13. I have bestowed my thoughtful consideration to the rival contentions and have carefully gone through the judicial pronouncements referred to by both the parties.

14. The first and foremost question which crops up for consideration is as to whether the workman was appointed by the bank or he was appointed by the Branch Manager in his personal or individual capacity and whether the relationship of employer and employee between the bank and the workman exists?

15. The workman's case is that he was appointed by the bank to drive the motor vehicle of the bank, who was paid the monthly wages through the cash vouchers which are Ex. W-2 to W-25 which bear his signature at their back. He has further disclosed in his affidavit that the post of the driver was advertised in the newspaper and in furtherance thereof he had submitted an application, who was selected on the post after holding his interview and also after going

through the driving test. It is also his averment that the entries into the log books in this connection was also made by the concerned officers. In the cross-examination, he has deposed that the post was advertised in the daily newspaper Dainik Bhaskar and he had applied for the post before the bank. He has further disclosed that for this post six candidates appeared before the bank and who had faced the driving test, which was conducted by the bank officer Sh. S.K. Baweja (MW-2) in the year 1995. In an answer to the question put on behalf of the bank, he has denied that he was engaged by the Branch Manager in his personal capacity and has categorically stated that he used to ply the motor vehicles which belonged to bank. His further reply in the cross-examination in this context is that he was paid the monthly wages by the bank through the cash vouchers and he had driven the motor cars No. RJ-14-C 4491 and RJ-14-C 9980 related to the bank.

16. As against it, the bank has examined MW-1 Sh. N.L. Sharma, MW-2 Sh. S.K. Baweja and MW-3 Sh. PP Bhatnagar, the respective Branch Managers under whom the workman had driven the motor car of the bank while they were posted in the branch office. It appears that Sh. S.K. Baweja remained the Branch Manager in the said branch from the period July, 1992 to December, 1995, thereafter MW-3 Sh. P.P. Bhatnagar remained posted there as branch manager from April, 1996 to May, 1998 and lastly from May, 1998 to October, 2001, MW-1 Sh. N.L. Sharma had been there in the capacity of the Branch Manager. It was Sh. S.K. Baweja who conducted the driving test of the workman, who was consequently selected to the post of the driver.

17. Sh. Baweja in his cross-examination has deposed that both the official cars were allotted to him as the Chief Manager and these vehicles were allotted for official as well as the personal works. His testimony is that on deduction of Rs. 500/- p.m. out of his salary, the bank had permitted him to use the official vehicles for his personal purposes to the extent of 500 Kms. per month. In his cross-examination, he had pleaded ignorance from the prescribed qualifications of a driver and has stated that a circular was issued in this context, which could not be placed on the record. It is pertinent to point out here that this witness in his cross-examination has admitted the facts that in the event of the workman being his personal driver, he would receive the salary from him and not from the bank, whose salary will be fixed from the central office, but his duty hours will be ascertained by him and a personal log book will be kept by him as per the prescribed proforma, which will be filled up by him. He has also admitted that the post was advertised in the daily Dainik Bhaskar by him and on 24-1-95, he had employed the workman as the driver. His further statement is that the payment of the wages was made by the bank to the workman through him. In this context, his testimony is that the amount of wages was

paid to him by the bank, which he subsequently handed over to the workman.

18. Similar is the evidence of MW-3, Sh. P.P. Bhatnagar who has deposed in his cross-examination that the payment of wages was made by the Branch Manager to the driver which was reimbursed by the bank and the workman used to report on duty everyday at his residence. MW-1, Sh. N.L. Sharma could not be able to point out in his cross-examination the prescribed qualifications of a driver and has admitted that the driver allowance was not payable to him and the motor car No. RJ-14-IC-9980 was even allotted to the branch office prior to joining his duty there. His statement is that the official car was used for both the purposes, official as well as the personal, by the branch manager.

19. Thus, from the aforesaid facts, it is manifestly clear that the motor cars belonged to the bank, which were allotted to its branch office for the official and personal use by the Branch Managers and only on deduction of the certain amount out of the salary of the Branch Manager, he could be permitted to use the official vehicles up to the limit of 500 Kms. per month. It is apparent that these were the official vehicles which were meant mainly for the official purposes and in addition to that as a facility to its branch managers, which could be used on observing the aforesaid conditions by the Branch Managers. As such, the workman was mainly discharging the official functions of the bank whose service could be availed by the Branch Managers on fulfillment of certain conditions prescribed by the bank. The monthly wages were paid out of the fund of the bank and not by the managers from their own pockets. On these facts, it is apparent that the workman was functioning on behalf of the bank and not in the capacity of a personal driver to the branch manager. The management witnesses have also admitted this fact that no driving allowance was admissible to them for keeping the personal driver. On these facts, a clear relationship of employer and employee existed between the bank and the workman.

20. Adding to it, the workman was selected after holding his interview and going through the driving test conducted by the branch manager. Ex. W-1, the advertisement reads that having the qualification of five years experience as driver and below the age of 35 years, the persons for the post of two drivers are required to drive the bank cars. This letter was addressed to the editor, Dainik Bhaskar by the MW-2, Sh. S.K. Baweja in the capacity of the Chief Manager. It nowhere discloses that this advertisement was given for appointing a driver by the Branch Manager in his personal/individual capacity. As such, the submission made on behalf of the non-applicant that the workman was appointed in the personal capacity by the Branch Manager finds no strength from Ex. W-1, the advertisement given on behalf of the bank.

21. Apart it, as noticed above, the cash vouchers placed on record suggest that the payment of wages was made by the bank out of its fund and further the copies of the log books fortify this fact that the workman was driving the official vehicle for the official purposes. On these facts, it can safely be concluded that the workman was an employee of the bank and the relationship of master and servant did exist between the two.

22. The Id. representative for the bank then has contended that the workman was appointed as personal driver in furtherance of the Regulation No. 26 of (officers) Service Regulations, 1979. It has been opposed on behalf of the workman. Regulation 26 is reproduced as below :—

"26. (1) No officer, other than the officers authorized by the Board in accordance with the guidelines of the Government shall be allowed the use of the Bank's car for personal purposes.

(1) The use of the Bank's car for personal purposes should be subject to the rules formulated by the Bank in accordance with the guidelines of the Government from time to time."

23. Firstly, no rules formulated in this context have been produced on behalf of the bank. Secondly, it does not authorize the officer of the bank to appoint a driver as his personal driver. It is therefore, difficult to accept the contention of the Id. representative for the non-applicant and is negated.

24. In support of his contention, the Id. representative for the workman has relied upon the following decisions :—

(i) **AIR 1964 SC 737** : In this case, ten malis were appointed for the maintenance of the gardens attached to the bungalows of some of the officers of the mills which were situated in the compound of the mills, while others were employed for looking after the gardens situated within the compound of the mills. Some of these malis were also to work in the gardens attached to the residence building of the Director. The workmen collected small amount of the wages from the officers as a contribution to their salaries whereas the bulk of it was given by the employer. The contributions made by the officers were credited to the revenue of the employer. The Hon'ble Apex Court under these circumstances has laid down that these malis were the employees of the establishment and a relationship of master and servant existed between them.

(ii) **2001 (3) WLC Rajasthan 661** : In this case, the workman was appointed as an orderly to discharge the domestic work at home by the officer of the establishment. The workman was to discharge duties as orderly at his residence as per order of the Board as part of additional

facility provided by the Board to its officers and the payment of salary was being made to the workman directly from the Board.

25. In this case, the Hon'ble DB has held that the appointment of orderlies by the said officers at their residences at the instance of the Board suggest that the employment was on behalf of the Board though not regular in nature and the relationship of master and servant existed between the Board and the orderlies appointed by the officer concerned. The Hon'ble Court has further observed that the entire financial burden was on the Board and the emoluments were also directly payable by the treasury of the Board of the personals so employed as orderlies at the residences of the respective officers.

26. The facts of both these referred to cases are squarely applicable to the case at hand which support the contention made on behalf of the workman that a relationship of the employer and employee exists between the two.

27. although the Id. representative for the workman on the point has referred to the following judicial pronouncements in support of his contention, but on a careful perusal of these citations, their facts appear to be dissimilar from the present controversy.

AIR 1995 SC 1966; AIR 1999 SC 1160; (2001) 3 SCC 574 & 1985 (51) SC 494.

28. As against it, the Id. representative on behalf of the non-applicant has also cited a catena of judgments in favour of his contentions by submitting that the appointment of the workman has not been made after following the prescribed procedure which, therefore, is illegal and that no relationship of master and servant exists between the two.

29. I have carefully perused these judicial verdicts but having the distinguishable features from the present controversy, they are of no avail to the non-applicant. They are briefly discussed as below :—

(i) **2003-1 LLJ Kerala 236** : In this case, the workman was appointed against the rules and as such it was found that there was no valid master and servant relationship. The workman was found not qualified to be appointed to the clerical cadre and hence her claim was disallowed.

(ii) **1978 Lab I.C. SC 579** : In this case, the workman was a driver to one of the officers of the bank and it was observed by the Hon'ble Court that there is nothing on record to make out a nexus between the bank and the driver

and further to indicate that the control and direction of the driver were vested with the bank. The evidence was clearly to the contrary and in the absence of material to make out that the driver was employed by the bank, the relationship of employer and employee was not accepted.

- (iii) In 2001 LLR Delhi 866, the workman was specifically pointed out at the time of his appointment that he was in the personal employment of the Chairman.
- (iv) 1998 (79) FLR Allahabad 880 : It was an admitted case by the workman that he was a personal driver of the Regional Manager.
- (v) In 1976 Lab I.C. Calcutta 202, the workman was employed by the officer of the company who drove the car belonging to the company. The company had allotted the car to the officer for personal work and the workman was employed as driver by the officer in his personal or individual capacity.
- (vi) In (1997) 2 SCC 1, a larger number of class 3rd and class 4th employees were appointed against the smaller number of posts. Such appointments were held to be void and it was further held that these appointments were bad also because of omission to follow the recruitment procedure contained in the said rules.
- (vii) In 2003-1 LLJ Madras 284, the appointments of the staff made in violation of the cadre strength or the prescriptions of the educational qualifications were held to be null and void.
- (viii) In 1994 II LLJ Calcutta 792, the employment of the workman was made in the personal capacity and the workman obtained it from the employee of the bank in his personal capacity and signed his letter of appointment accordingly. There was nothing on the record to show that the petitioner was employed by the bank.

30. Thus, on an analytical examination of the oral and documentary evidence adduced by both the parties on the record, the workman has succeeded to establish that he was appointed as a driver on behalf of the bank to drive its official motor cars and that the relationship of master and servant existed between the two.

31. On arriving at this conclusion that the disputant is an employee of the bank, he enjoys the status of the workman, who used to drive the vehicle in connection with

the business/trade connected with the bank which is an industry and thus he falls within the definition of workman as defined under Section 2(S) of the Act. Accordingly, these points are answered in favour of the workman.

Point No. IV

32. The Id. representative for the workman has sought to contend that the workman has completed more than 240 days of work with the bank in the preceding calendar year to his termination, which commences from 10-6-97 to 10-6-98. In this context, he has relied upon the payment vouchers and the log books submitted on behalf of the workman and has contended that on account of payment vouchers it is proved that the workman was continuously working with the bank from 19-12-97 to 4-6-98 and the vouchers of the remaining period were not produced by the bank despite the order of the Court dated 12-12-2001 and, therefore, an adverse inference should be drawn against the bank.

33. Controverting these submissions, the Id. representative for the non-applicant has argued that the burden of proving the fact that the workman has completed more than 240 days of work under the employment of the bank lies upon the workman, which he has failed to prove and has in this regard relied upon the following decisions. His further contention is that on the facts of the case, no adverse inference can be drawn against the management.

34. I have given my due thought to the rival contentions.

35. The pertinent question with which I am faced now to adjudicate herein is whether the workman has completed 240 days under the employment of the bank in the preceding calendar year to his termination.

36. The Id. representative for the non-applicant has drawn my attention towards the decisions cited in 2003 Lab I.C. Calcutta 574 & (2002) 3 SCC 25 wherein it has been propounded by the Hon'ble Courts respectively that the burden of proving the fact of 240 days of continuous service lies upon the employee. Undisputedly, it is well settled law that the workman has to prove this factum in order to attract the provision under Section 25-F of the Act.

37. In the claim statement the workman has categorically stated that he had worked w.e.f. 24-1-95 to 10-6-98 under the employment of the bank. This fact has been disputed to this extent that the non-applicant in his counter has stated that the workman had only worked up to 31-5-98, who was terminated on 1-6-98 by Sh. N.L. Sharma (MW.1), the Branch Manager. The workman has also adduced his oral evidence on the point by specifically stating this duration of work. In this context, he has also placed the documentary evidence on the record and has exhibited them. The documents which he has relied upon

are the payment vouchers Ex. W-2 to W-25 ranging from the year 1995 to 1998, which pertain to the full year in 1995, to the months of March to June, November and December in the year 1996, to the months of April, October and November in the year 1997 and to the month of April in the year 1998. The log books Ex. W-26 to W-42 relate to the year 1995. Thereafter, the Id. representative for the workman submits that despite the order dated 12-12-2001, the bank had not brought on the record the remaining documents, on the basis thereof it could be shown that the workman had continuously worked for 240 days in the preceding calendar year to his termination. His submission is that an adverse inference may be drawn against the non-applicant for non-production of these material documents.

38. I have gone through the order dated 12-12-2001 of this Court whereby the Court has directed the bank to place on record the remaining cash vouchers and log books. It appears that these documents were not brought on the record on behalf of the bank. During the course of the arguments, the Id. representative for the bank could not be able to point out any reasonable ground for the non-production of these documents before the Court despite its direction given to the bank.

39. In AIR 1968 SC 1413, referred on behalf of the workman, the Hon'ble Apex Court has observed as below :—

“Even if the burden of proof does not lie on a party the Court may draw an adverse inference if he withholds important documents in his possession which can throw light on the facts at issue. It is not, in our opinion, a sound practice for those desiring to rely upon a certain state of facts to withhold from the Court the best evidence which is in their possession which could throw light upon the issues in controversy and to rely upon the abstract doctrine of onus of proof.”

40. Undoubtedly, the remaining payment vouchers and the log books can safely be presumed to be in possession of the bank, which it has not placed on the record without assigning any plausible reason thereof. These documents could enable the Court to assess the periods of service rendered by the workman under the employment of the bank. Therefore, on account of their non-production before the Court despite its direction, an adverse inference can be drawn against the bank that it has deliberately withheld the materials.

41. On the other hand, the Id. representative has referred to the decisions reported in 1973 Lab I.C. Kerala 398 and has emphasized on the observation made by the Hon'ble Court that when the employer's case is that the workman is not his employee, there is no meaning in producing his books of account, which cannot furnish any positive material, and has stressed upon that the bank has

denied the appointment of the workman and, therefore, if he bank does not produce the concerned material on the record then in view of the aforesaid observation of the Hon'ble Court, no adverse inference can be drawn against the bank. But I am unable to accept this contention on the reasoning that in the case at hand the payment vouchers have already been produced on the record through which the payment of the wages was made to the workman by the bank. Similarly, the log books are also placed on the record, which pertain to the bank. Apart it, under the foregoing discussion, it has been concluded that the workman was appointed by the bank as its driver. Under these circumstances, the facts of the referred to case are quite different from the present controversy and the Id. representative for the non-applicant does not derive any help on account of this decision.

42. The workman in his deposition stands unshaken on the point, who has categorically stated that he had worked with the bank from 24-1-95 to 10-6-98 and whose statement is further corroborated by the payment vouchers and the log books and an adverse inference can be drawn against the bank on account of the non-production of the payment vouchers and the log books and it can be inferred that if produced, these documents could establish that the workman had completed over 240 days of work under the employment of the bank. Further, on account of the adverse inference drawn against the bank, the averment made by the workman that he had completed 240 days under the employment of the bank in the aforesaid period can be relied upon. Beyond it, the management witness Sh. N.L. Sharma, MW-1 in his cross-examination has admitted that before joining his duty as Branch Manager in the said branch, he found the workman working there who continued to work with him till his tenure in that branch.

43. To sum up, on the aforesaid facts and circumstances, it can be inferred that the workman had completed over 240 days in the preceding calendar year to his termination.

44. The Id. representative for the non-applicant has also drawn my attention towards the decision reported in (2002) 8 SCC 400 wherein the workman had not completed 240 days with the establishment. As is evident, the fact of the referred to case is not applicable to the present controversy.

45. To conclude, the workman had completed 240 days under the employment of the bank, whose service was terminated admittedly without giving the legal notice or the salary in lieu thereof and the retrenchment compensation to him. Thus, the bank has not followed the requirements contained under Section 25-F of the Act and has obviously violated it. This point is accordingly decided in favour of the workman and against the non-applicant.

Point No. V

46. The Id. representative for the workman does not press this point. It is accordingly decided against the workman.

Point No. VI

47. The Id. representative for the workman has argued that the bank has exercised unfair labour practice in not conforming the service of the workman and has referred to the decision cited in 1996 (72) FLR SC 840. But the Id. representative could not be able to advance any convincing submission on this point to satisfy the Court that the bank has exercised unfair labour practice and on a query posed to him by the Court during the course of the argument, he felt uncomfortable to point out as to under which item of the Schedule 5 of the Act, the alleged act of the bank is covered.

48. The facts of the referred to case are dissimilar to the present case which does not help the workman. Accordingly, this point is decided against the workman.

RELIEF

49. On account of the decision on points numbers I, II, III, and IV in favour of the workman, he has succeeds in establishing his claim, which deserves to be allowed. The workman has also pleaded his unemployment since his termination of the service, which remains un rebutted.

50. In the result, the reference is answered in the affirmative in favour of the workman that the order dated 11-6-98 terminating his service as driver is illegal and unjustified and he is entitled to be reinstated in service of the bank with its continuity and 50 per cent back-wages. An award is passed in these terms accordingly.

51. Let a copy of the award be sent to the Central Government for publication under Section 17 (1) of the Act.

R. C SHARMA. Presiding Officer

नई दिल्ली, 16 अगस्त, 2004

का.आ. 2293.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधन के संरक्षित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, नई दिल्ली, के पंचाट (संदर्भ संख्या 124/94 को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-8-2004 को प्राप्त हुआ था।

[सं० एल-12012/190/94-आई आर (बी-II)]

सी० गंगाधरण, अवसर सचिव

New Delhi, the 16th August, 2004

S.O. 2293.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 124/94) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workmen, which was received by the Central Government on 13-8-2004.

[No. L-12012/190/94-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

**BEFORE THE PRESIDING OFFICER: CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II,**

**RAJENDRA BHAWAN, GROUND FLOOR,
RAJENDRA PLACE, NEW DELHI**

Presiding Officer, R. N. Rai

I.D. No. 124/94

Shri Raj Singh, Represented by Central Bank Staff Union

Versus

The Management of Central Bank of India

AWARD

The Ministry of Labour by its letter No. L/12012/190/94/IR B-II, Central Government dt. 15-11-1994 has referred the following point for adjudication.

The point runs as hereunder:—

“Whether the demand of the Central Bank Staff Union (Delhi), from the management of Central Bank of India, New Delhi for reinstatement of Shri Raj Singh, Canteen Boys and regularisation of his services is justified? If so, what relief Shri Raj Singh is entitled to”.

The Central Bank of India Staff Association has filed statement of claim on behalf of the workman Shri Raj Singh. It has been stated therein that in December, 1989, the Bank established the staff canteen at its NEPZ Branch working under the control of its Regional Office-A, New Delhi and on coming to know about the same, Shri Raj Singh the workman concerned in the present dispute approached the then Manager of the above branch to consider him for appointment in the said staff canteen. He submitted his certificates regarding age etc. and after considering his suitability, he was appointed to work as cook/service bearer in the staff canteen in the said branch from 1-1-1990.

That Shri Raj Singh was already working as a temporary water man-cum-peon at NEPZ Noida Branch from 11-12-1989 and was being paid wages at a lump sum of Rs. 7 per day.

After his appointment in the canteen, the bank made monthly payment of Rs. 225 per month for working in the staff canteen in addition to the wages being already paid to him by the bank as a waterman-cum-peon. His monthly salary for working in the staff canteen was raised to Rs. 275 per month from Feb. 1991 to Rs. 300 from Feb. 1992 and to Rs. 325 from April, 1993. The bank also paid him additional wages for performance of other duties of subordinate staff, the details of which have been given. It has been further submitted that Shri Raj Singh has worked for more than 240 days during 12 calendar months from December, 1989 to November, 1990, he requested the bank through the Manager NEPZ, Noida Branch that as in the case of other temporary employees whose services were regularised in case they had worked for 240 days or more during 12 calendar months, he should also be regularised confirmed on permanent sub-staff of the bank. But his demand was not considered. The Union made representation on 8-11-1993 but to no effect. As such conciliation proceedings started and the same failed so a reference has been made to this tribunal for adjudication.

The management has filed written statement. In the written statement, it has been submitted that the workman applicant was appointed in the canteen and he was a canteen boy and he was engaged at Rs. 3 per staff member at the branch besides other facilities viz. purchase of crockery, facility for cooking gas, electricity, kerosene stove, etc. The bank had been raising the canteen subsidy from time to time taking into consideration the fact that the service charges have increased. Rs. 3 was increased to Rs. 3.75 and lately it has been increased to Rs. 20 per member. The workman has only to do canteen service and he was entitled to charge costs of tea and snacks etc. Which he serves to the staff members. There was no employer and employee relation as the applicant was not appointed by the appropriate authority. He was appointed by the Managing Committee of a canteen whereas under the bank rules, the Managing Committee of a canteen is not authorised to appoint any person in the bank. Canteen has been created for the facility of the staff members and the workman applicant was taken to serve tea and snacks. It has been held in 1995-1-SCR-1427 as well as AIR-1966-SC-370 that the relationship of employer and employee is to be decided in the facts and circumstances of the case. The workman applicant was not appointed by the bank and he was not appointed for discharge of duty in the bank but his appointment was limited to the canteen service only and he was made payment per head of the staff members. The

canteen is not an industry and most of the paragraphs of the statement of claim are misconceived.

The claimant has filed rejoinder. In his rejoinder, he has reiterated the averments of his claim and he has asserted that he was an employee of the bank and he discharged the duties of the bank at the instance of the directions of the bank.

Heard arguments from both the sides and perused the papers on the record. It was submitted from the side of the workman that canteen is an industry and the applicant is a workman of the canteen so he should be deemed to be an employee of the bank. The substantial question is whether the workman is an employee of the bank or, is an employee of the canteen and he provided tea etc. to the staff members and he got daily wages. In this context, the cross-examination of the workman is very material. He has admitted in his cross-examination that he used to serve only tea to the staff and not to the customers and he used to collect the money in the evening from the staff to whom he used to serve tea.

This statement of cross-examination of the workman proves sufficiently that he got daily charges from the members of the staff and he was made no payment from the bank. He served tea to the members of the staff and in the evening, he collected money from the members of the staff to whom he served tea. As such, according to cross-examination of the workman, his duty was limited only to provide tea to the members of the staff and for his service, every member of the staff paid him the charges of serving tea etc. As such, it is explicit from the cross-examination of the workman that he was not an employee of the bank and he did not discharge any duty of the bank.

It was further submitted from the side of the workman that he got daily wages from the bank @ Rs. 7 per day. If this point is taken into consideration that the workman was a daily wager @ Rs. 7 per day, even then he is not an employee of the bank. Even if a canteen is an industry he was not an employee even in the canteen as he provided tea to the staff members and he collected money from them for the same as his service. So his duties were only confined to provide tea to the members of the staff and he collected the money in the evening so he was a daily wager and at the end of the day, his service came to an end and he got his service charges in the evening of the same day so there is no force in the argument of the learned counsel of the workman.

In the statement of claim, several circulars have been cited but these circulars are regarding the temporary sub-staff and not canteen boy so the workman applicant cannot get any benefit of the circulars which meant for absorption

of temporary employees of the sub-staff. So far as the canteen is concerned, there is no such letter for regularisation or making permanent the services of a canteen boy.

After perusal of the record and in view of the above facts, I am of the considered view that the workman applicant was a daily wager in the canteen and he collected the charges every day in the evening as such, there is no employer and employee relation between the workman applicant and the bank. The workman applicant does not deserve to be regularised.

The reference is replied thus :—

The demand of the Central Bank Staff Union (Delhi), from the management of the Central Bank of India, New Delhi for reinstatement of Shri Raj Singh, Canteen Boy and regularisation of his services is not justified. The workman does not deserve to be reinstated or regularised. He is not entitled to any relief prayed for.

The award is given accordingly.

DT. 13-8-2004

R.N. RAI, Presiding Officer

नई दिल्ली, 18 अगस्त, 2004

क्रा.आ. 2294.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 14/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-08-2004 को प्राप्त हुआ था।

[सं. एल-12011/219/2001-आई आर (बी-II)]

सी० गंगाधरन, अवर सचिव

New Delhi, the 18th August, 2004

S.O. 2294.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 14/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their workmen, which was received by the Central Government on 17-08-2004.

[No. L-12011/219/2001-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT :

SHRIKANT SHUKLA
Presiding Officer

I.D. No. 14/2002

RefNo. L-12011/219/2001-IR(B-II) dt 11-3-2002

Between

The State Secretary, Syndicate Bank Empls/Union U.P.
State Committee
211, Vinay Palace, Ashok Marg,
Lucknow-226001

AND

Syndicate Bank, The Dy. Gen. Manager, SB
Zonal Office Meerut Wingham, Bhawanipuram
University Road, Meerut (U.P.).

AWARD

The Government of India, Ministry of Labour vide their order No. L-12011/219/2001-IR (B-II) dated 11-3-2002 has referred the following dispute for adjudication to Presiding Officer, CGIT-cum-Labour Court, Lucknow :

“Whether the action of the management of Syndicate Bank in not granting family pension to Smt. Phool Kumari w.e.f. 9-12-1997 under the pension scheme is just, fair and legal? If not, what relief she is entitled to?”

The State Secretary, Syndicate Bank Employees Union, Lucknow filed the statement of claim and the opposite party filed written statement.

It is admitted fact that Jagdish Pawar was employed as a clerk in Syndicate Bank (hereinafter referred to as the Bank) and was posted at Doghat Branch in Distt. Bagpat. Sri Jagdish Pawar died on 23-10-1991. This is also admitted fact in the year 1995 the bank introduced Syndicate Bank (Employee) Pension Regulations, 1995 (hereinafter referred to as Pension Regulations) which came into force w.e.f. 29-9-95. It is also admitted fact that according to Pension Regulations those employees who were in the service of the bank during any time on or after the first day Jan., 1986 and had died while in service on or before the 31st day of Oct., 1993 or had retired on or before 31st day of Oct., 1993 but died before the notified date in which case their family shall be entitled to pension or the family pension as the case may be under these regulations, if the family of the deceased exercised an option in writing within 120 days from the notified date. It was published in Gazette of Govt. of India.

Trade Union's case is that there was no mention in the pension regulations as to how the families of deceased employees whose number is very limited will have intimation or will be intimated. Under the circumstances it was incumbent upon the bank to intimate the eligible families of the deceased employees whose number is very limited because;

1. The Gazette (the circulation of which is not wide enough, due to its cost factor is not enough and
2. The publication in newspapers is also not enough because such families can hardly afford subscription to daily newspapers due to economic constraints.

The bank nowever did not intimate such families and particularly the widow of the workman Smt. Phool Kumari. Widow Smt. Phool Kumari deceased of the Jagdish Pawar came to know of the family pension scheme in Dec. 1997. No sooner she came to know of it, she submitted an application dt. 9-12-97 to the Dy. General Manager, Lucknow or the Bank through the Manager, Doghat branch of the bank. The Manager Doghat branch of the bank vide its letter dt. 11-4-98 intimated that she has not exercised for option for family pension. Under the circumstances Smt. Phool Kumari approached the union and union raised Industrial Dispute before Asstt. Labour Commissioner (C) Dehradun. The bank took the stand that before the said forum Smt. Phool Kumar did not exercised option within 120 days of the notified date i.e. 29-9-95, therefore, she was not entitled to family pension under the Pension Regulation. The action of the bank in denying pension to Smt. Phool Kumari is unjust, unfair and illegal. In the circumstances trade union has prayed that this Tribunal hold that the action of the management of the bank in not granting family pension to Smt. Phool Kumari w.e.f. 9-12-97 under pension scheme is unjust, unfair and illegal. It has further been prayed the Tribunal may award grant of family pension to Smt. Phool Kumari w.e.f. 9-12-97.

The Bank's case is that the Pension Regulations were approved by the Reserve Bank of India and subsequent to its approval, it was published in the Gazette of Government of India which came into force w.e.f. 29-9-95. Since the Pension Regulations were common for the various Public Sector Banks and other banks, therefore a notification was published for and on behalf of the members banks by the Indian Banks Association in most of the daily newspapers through out the country. Individual banks were under no obligation to give individual notice to the beneficiaries of the Pension scheme in leading newspaper etc. By publication in newspapers the notice was given to the family members of the deceased employees calling upon them to exercise option within the stipulated period of time. It was a sufficient notice. it is also alleged by the bank that Sri Ashok Kumar who the son of late Jagdish Pawar was

given the employment in this bank under dying in harness rules. Sri Ashok Kumar joined as a Clerk at our Alipur branch on 31-7-92. The employee of the bank Sri Ashok Kumar was very well aware of the Pension Regulations and its application and implications. Since Smt. Phool Kumar is the mother of Sri Ashok Kumar availed compassionate appointment, therefore the claim of Smt. Phool Kumari that the scheme for option of pension regulation was not her knowledge is false and is a mere after thought.

Under the scheme the beneficiary was to exercised the option in writing within 120 days from the notified date to become the member of the fund and it was also obligatory on the part of the persons exercising the option to refund within 60 days Bank contribution to Provident Fund paid with which of the expiry of said period of 120 days. The entire amount of bank's contribution to the Provident Fund and interest accrued thereon together with a simple interest @ 6% P.A. from the date of settlement of the Provident Fund Account till date of refund of the aforesaid amount was to be refunded to the bank. Smt. Phool Kumar the spouse of late Jagdish Pawar did not opt for the family pension within the stipulated period of time/date, therefore she is not eligible for the family pension. There is no provision in the Pension Regulation to exercise option for pension/family pension after the above date, therefore as per the pension rules available in the bank Smt. Phool Kumari is not eligible and entitled for the family pension. The action of the bank was just fair and legal in not granting pension to Smt. Phool Kumari.

The bank has filed following documents with the list paper No. A2-12.

1. Photo copy of circular No. 126/98/BC/PD/61/ SWS dt. 4-11-95 with regards to Introduction of Pension Scheme in the Bank-Syndicate Bank (Employees) Pension Regulations, 1995.
2. Photo copy of Indian Bank Association letter PD/GEN/53/G(ii)/1300 dt. 29-10-96 alongwith its enclosures.
3. Photo copy of letter bearing ref. No. ZOL/PDWs/925/98 dated 10-3-98 of Zonal Office, Lucknow
4. Photo copy of letter bearing ref. No. DGT/8557/ Misc./98 dated 11-4-98 of Doghat branch duly acknowledged by Sri Ashok Kumar Son of Smt. Phool Kumari.
5. Photo copy of letter No. ALP/181/STF/92 dt. 31-7-92 of Alipur branch forwarding the joining report dt. 31-7-92 of Alipur branch forwarding the joining report dt. 31-7-92 of Sri Ashok Kumar.

On behalf of the trade union Smt. Phool Kumari and Sri Ashok Kumar have been examined and on behalf of the

management of bank Chief Manager Sri Prem Raj has been examined

Heard learned representative of the parties and perused evidence on record.

It is admitted fact that Sri Jagdish Pawar died on 23-10-91. It is also admitted fact that Smt. Phool Kumari is widow of late Jagdish Pawar. It is also admitted fact that Ashok Kumar is the son of late Jagdish Pawar who obtained the service in Syndicate Bank, Alipur, Meerut on the basis of his father dying while in service. It is also admitted fact that the family members of Jagdish Pawar received all terminal benefits from the bank. It is also admitted fact that Phool Kumari did not exercise the option for the family pension on or before 25-6-96.

The bank has filed the photo copy of notification circular No. 226/95/BC/PD/61/SWD dated 4-11-95. Pension Regulations, 1995 chapter II deals with the application and eligibility for family pension. The section 7 of which are relevant for the present case;

“Were in the service of the Bank during any time on or after the 1st day of Jan. 1986 and had died while in service on or before the 31st day of Oct. 1993 or had retired on or before the 31st day of October. 1993 but died before the notified date in which case their family shall be entitled to the pension or the family pension as the case may be under these regulations, if the family of the deceased.

- (a) exercise an option in writing within one hundred and twenty days from the notified date to become member of the Fund; and
- (b) refund within sixty days of the expiry of the said period of one hundred and twenty days specified in clause (a) above the entire amount of the Bank's contribution to the Provident Fund and interest accrued thereon together with a further simple interest at the rate of six per cent per annum from the date of settlement of the Provident Fund Account till the date of refund of the aforesaid to the Bank”

Indian Bank Association vide its letter No. PD/GSM/53/G(i)/1300 dt. 29-10-96 communicated Dy. General Manager (Personal) Staff Welfare Divin. Syndicate Bank that the Pension Regulations, 1995 has been adopted by the members bank was published in Government of India Gazette on 29-9-95 and Gazette notification as public notice, the Indian Bank Association or the individual banks were therefore, no need to give notice to the beneficiaries of the Pension scheme by placing insertion in the news papers etc. From the evidence it is proved that the Indian Bank Association got the Pension Regulation published in Indian Express, Lok Satta, Telegraph, Danik Jagran, Amar Ujala,

Hindustan Times, Hindustan, Hindu, Times of India, Nav Bharat Times, Punjab Kesari etc.

• It is also admitted fact that the bank refused to grant pension to the widow of the deceased as she has not exercised her option for family pension in time. The representative of the trade union argued that the widow of late Jagdish Pawar is an illiterate widow of petty employee and she had no knowledge of the pension Regulations, 1995 and she was unaware of her right for family pension and therefore it was obligatory for the bank to compute the payable family pension and offer the same to the widow of late Jagdish Pawar from the date she made application. To support its argument the representative of trade union has filed the case law (2003) 1 Supreme Court Cases 184 S.K. Mastan Bee Vs General South Central Railway and another. In the present case according to the Pension Regulations beneficiary i.e. widow had an obligation to apply for the family pension and not only this she was to refund the entire amount of the bank contribution of the Provident Fund and interest accrued there on together with further simple interest @ 6% per annum from the date of settlement of provident fund account till the date of refund of the aforesaid amount to the bank.

Thus, it was the liability of the widow not only to exercise her option within 120 days of the publication of the notice but also she was to refund within 60 days of the said period of 120 days entire amount of bank contribution to the provident fund with interest unless she refund the bank contribution provident fund and exercise her option she does not become entitled to the pension *suo motu*. The case law cited by the representative of the trade union will not help in the present case as the case law cited by him had no such obligation attached to the beneficiary about refunding of any money so received.

It has been weightily argued that the lady is illiterate i.e. of no help to her because her own son Ashok Kumar who has been examined by trade union was a clerk in the bank who was educated. Phool Kumari in her statement has not stated that she tendered to the bank contribution to the provident fund which she received. In the present case there is cut of date in the pension Regulation 1995 and that cut of date is issuance (material characteristic) of the Pension Regulation. The bank and the court has no powers to relax the cut of date or waive the liability of the beneficiary in respect of pension contribution to the provident fund which was to be returned by Phool Kumari. In the circumstances I come to the conclusion that the management of Syndicate Bank in not granting family pension to Phool Kumari is just fair and legal. Issue answered in favour of the management. Workman Phool Kumari is not entitled for any relief.

Lucknow :

13-8-2004

SHRIKANT SHUKLA, Presiding Officer

नई दिल्ली, 18 अगस्त, 2004

का. आ. 2295.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधांत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ श्रम न्यायालय लखनऊ के पंचाट (संदर्भ संख्या 13/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-8-2004 को प्राप्त हुआ था।

[सं० एल-12012/118/99-आई.आर. (बी-II)]

सी० गंगाधरन, अवर सचिव

New Delhi, the 18th August, 2004

S.O. 2295.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 13/1999) of the Central Govt. Indus. Tribunal cum Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the management of Allahabad Bank, and their workmen, received by the Central Government on 17-8-2004.

[No. L-12012/118/99-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CUM LABOUR COURT, LUCKNOW

PRESENT:—Shri Kant Shukla, Presiding Officer

I. D. No. 13/99

Ref. No : L-12012/118/99-IR (B-II) dated : 29-9-1999

BETWEEN:

The Secretary, Allahabad Bank Staff Association
Co/ Sh. N. K. Mishra, House No. C-66,
Sector 'C', Aliganj Extension, Lucknow (U.P.)
(In the matter of Vijay Kumar Mishra)

AND

The Regional Manager, Allahabad Bank
Regional Officer, Hazratganj, Lucknow (U.P.)

AWARD

The Government, of India, Ministry of Labour vide
their order No. L-12012/118/99-IR(B-II) dated : 29-9-1999

referred the following issue to the Presiding Officer, Central Government Industrial Tribunal cum Labour Court, Lucknow for adjudication

“Whether the action of the Allahabad Bank in dismissing the service of Sh. Vijay Kumar Mishra clerk-cum-cashier, Indira Nagar Branch, Lucknow was legal and justified? If not, what relief workman is entitled to?”

It is admitted fact that workman, Vijay Kumar Mishra was appointed as Clerk-cum-Cashier on 30-12-83 at Alambagh Branch, Lucknow of Allahabad Bank (here-in-after referred as the Bank). That later on he was transferred to KGMC Branch Lucknow on 26-6-84 and ultimately to Indira Nagar Branch Lucknow of the Bank on 15-5-92. It is also admitted that the workman falls in the category of workman as defined under section 2(S) of the I.D. Act, 1947. The workman while he was in service of the Bank at Indira Nagar, Lucknow Branch the workman was placed under suspension by the Regional Manager/Disciplinary Authority, Lucknow of the Bank vide his letter No. ROL/EST/VKM/1853 dated 12-9-1992. Disciplinary Authority issued a charge sheet No. Keshikal/Karmik/93/VKM/206 dated 22-4-93. After issuance of the charge sheet the Disciplinary Authority of the Bank instituted an enquiry against the workman. For conducting the enquiry the said authority appointed Shri S. N. Mishra as Enquiry Officer.

The workman's case in brief is that the Enquiry Officer commenced the enquiry on 18-10-93 of which no notice was given to the workman. Merely a show was made that notice was sent to the workman which was returned undelivered. The enquiry was again fixed on 10-11-93 of which too no notice was served upon the workman. Consequent to this notice in newspaper was alleged to be published and the ex-parte enquiry was commenced by the Enquiry Officer as from 19-11-93. The enquiry continued ex-parte on 20-11-93, 3-12-93 as well by which time the Presenting Officer placed his case and advised that his side was over. Vide Enquiry Officer's letter No. DE/VKM/93/21/09 dated 3-12-93 the workman came to know that the Enquiry Officer had conducted the enquiry ex-parte. The copies of enquiry proceedings of the enquiry conducted on 18-10-93, 10-11-93, 20-11-93 and 3-12-93 were sent together and not date wise as recorded in the enquiry proceedings. The copies of the enquiry proceedings were sent by Enquiry Officer with his letter dated 3-12-93. On receipt of Enquiry Officer's letter the workman attended the enquiry proceedings on 11-12-93. The Enquiry Officer instead of affording opportunity to the workman to cross-examine the management witness who was available locally asked the workman to submit list of defence documents/witness. The workman on 11-12-93 submitted a letter dated 11-12-93 in course of enquiry which was not given due attention by the Enquiry Officer. The Enquiry Officer, after a formal display of affording opportunity of defence to the

workman adjourned the enquiry to 27-12-93. On 27-12-93, the workman submitted another letter dated 17-12-93 which too was cursorily disposed of by the Enquiry Officer. However, opportunity was given to the workman to bring in his Defence Representative where after the enquiry was adjourned to 10-1-94. On 10-1-94, a lot of impediments were created in the way of bringing the Defence Representative and ultimately the enquiry was adjourned to 24-1-94 when no enquiry was held. The next sitting of enquiry took place on 7-2-94 when after lots of obstacles the Defence Representative was allowed to participate in the enquiry. The enquiry proceedings were later adjourned to 12-2-94. On 12-2-94, the workman's Defence Representative who was from Central Bank of India could not attend since he was summoned by his Regional Manager at Etawah. The enquiry under the circumstances were adjourned to 16-2-94. Later the enquiry proceedings were fixed on 16-2-94, 2-3-94 and 9-3-94 when the workman could not attend due to illness. The Enquiry Officer instead of being sympathetic and fair did not consider the humanitarian aspect and closed the enquiry. From the foregoing it can be seen that the Enquiry Officer conducted the enquiry ex-parte. After conclusion of the enquiry, the Enquiry Officer submitted his findings to the Regional Manager/Disciplinary Authority who sent a copy of the same to the workman along with the show-cause notice proposing he punishment of dismissal from service of the bank. The said authority also granted a personal hearing to the workman. In course of personal hearing the workman gave his written submissions vide his letter dated 16-7-94 with which the workman enclosed a copy of the search report of the police who conducted search at the residence of the workman on 9-9-92 and in which there was no mention of recovery of Bank's documents from the residence of the workman. The Disciplinary Authority did not take any notice of the search report and inflicted the punishment of dismissal already, proposed on the workman vide his order No. ROL/PETS/VKM/94/1168 dated 16-7-94. Being aggrieved the workman made an appeal to the Asstt. General Manager/Appellate Authority. The Appellate Authority granted a personal hearing to the workman on 31-1-95. The said authority however did not pass any order on the appeal. The appeal was rejected by the Dy. General Manager as Appellate Authority as late as on 10-7-98 who had not granted any personal hearing to the workman. The workman has submitted that the action of the bank in dismissing the workman is illegal and unjustified on the following grounds :

1. That there was flagrant denial of natural justice to the workman in course of enquiry.
2. That despite a demand being made by the workman to show him the envelopes in which registered notices were sent to him and which were received back the Enquiry Officer did not show the same.

3. That the findings of the Enquiry Officer are perverse.

The workman has alleged that the punishment of dismissal inflicted upon the workman is illegal and unjustified and has prayed to the Tribunal to order reinstatement with full back wages and consequential benefits.

The management of the Bank has filed the written statement and has alleged that the concerned workman, while posted and functioning as clerk-cum-cashier at Bank's Alambagh KGMC and Indira Nagar branches during 31-12-1983 to September, 1992, surreptitiously took away several important documents unauthorisedly from Bank's custody with ulterior motive, which were subsequently recovered from his residential premises No. C-60, Sector 'C', Aliganj Extension, Lucknow, following police raid conducted by Shri A.K. Singh, SHO PS Wazirganj, Lucknow on 9-9-92 while acting upon FIR lodged by Dr. Meenakshi Kar and her husband Dr. A.M. Kar against concerned workman. Amongst Bank's documents so recovered, there were certain material documents relating to fraud perpetrated at Alambagh and Main Branch, Lucknow and were reported lost/missing by Aishbagh and Alambagh Branches, Lucknow. Thereupon, beside filing FIR with police station, chowk, Lucknow, in which connection matter is still under investigation with CB CID, Lucknow, disciplinary action was taken against concerned workman by holding domestic enquiry, wherein he deliberately did not co-operate, obviously because he had no defence to negate charges levelled against him. Bank, being a financial institution in public sector, cannot afford to retain in service any further an employee, who holding position of just and confidence committed breach of trust and forfeited confidence of Bank's larger interest. So far as the enquiry is concerned the Bank has submitted that Shri S. N. Mishra as appointed as Enquiry Officer. It has been denied that no notice was sent to the concerned workman. It is further submitted that date of enquiry was communicated to concerned workman, vide notice dated 27-9-1993 by Enquiry Officer. It is a different matter that concerned workman deliberately avoided service of the same upon him even when the branch Manager accompanied with an officer of Indira Nagar Branch had gone to the residence of concerned workman to serve notice upon him, as also when the same was sent through courier service. Regarding intimation of date of enquiry fixed on 10-11-1993, it is stated that due notice for enquiry proceedings fixed on 10-11-93, was sent to concerned workman, but the same could not be served upon him due to his evasive approach, as a result of which intimation for next date, i.e. 19-11-93, had to be got published in news papers of wide circulation at Lucknow, namely Pioneer and Dainik Jagaran dated 13-11-93, but despite the same, the concerned workman deliberately did not respond nor participated in the enquiry proceedings, which ultimately

had to be proceeded ex-parte regarding the evidence of the management on 19-11-93 and 20-11-93. However, for defence evidence of concerned workman, 3-12-93 was fixed by the Enquiry Officer. Regarding the allegations in the claim petition that the workman came to know that the Enquiry Officer has conducted enquiry ex-parte vide Enquiry Officer's letter dated 3-12-93, the management has stated that the allegations are absolutely wrong, deliberate and misleading and hence they are denied. Publication of intimation in newspapers on 13-11-93, as aforesaid, itself belies the allegation of concerned workman. It is the concerned workman, who has to blame himself for not availing opportunity of defending himself which was sufficiently given to him, but since he had no defence to meet the charges, he deliberately did not avail opportunity of defence accorded to him. Concerned workman intentionally did not avail opportunity of cross-examining management witness, nor he ever request for the same. Also, several opportunities were given to workman for filing list of defence documents and witness, which he intentionally did not avail, but on the contrary opted to delay enquiry on one pretext or the other. The Enquiry Officer, gave due attention to letter dated 11-12-93 of concerned workman and accorded him full opportunity of defence. The said letter dated 11-12-93 did not contain genuine ground to accede the request of concerned workman to start enquiry proceedings de-nova, but on the contrary the said letter ventilates the intention of concerned workman to delay completion of enquiry with no justified ground. However, on request of concerned workman, enquiry proceedings were adjourned to 10-1-1994 giving him further opportunity of defence and to bring this defence representation. The neither workman nor his defence representative was interested in availing given opportunity of defence, but both were interested in delaying completion of enquiry by raising baseless objection. Concerned workman was served with show-cause notice of proposed punishment dated 25-6-94 accompanied with copy of filings of Enquiry Officer. So far as the allegation of the workman regarding search report of police is concerned in which there was no mention of recovery of Bank's documents from the residence of the workman the management has reiterated that concerned workman, while posted and functioning as clerk-cum-cashier at bank's Alambagh, KGMC and Indira Nagar branches during 31-12-83 to September, 1992, intentionally with ulterior motive took away several important documents unauthorisedly from Banks custody, which were subsequently recovered from his residence following police raid carried out by Shri A. K. Singh, SHO, PS Wazirganj, Lucknow on 9-9-92, while acting upon FIR lodged by Dr. A.M. Kar and his wife Meenakshi Kar against concerned workman. Memorandum was prepared narrating as to how the Bank's documents were recovered. It also contains particulars of Bank's recovered documents and details of delivery thereof to the custody of the Bank. It has no connection with raid carried out by

SHO, PS Wazirganj, Lucknow, acting upon FIR lodged by Dr. A.M. Kar and his wife Dr. Meenakshi Kar against concerned workman. It is because of this very reason that search report of police referred to in paragraph under reply, was deliberately not filed by concerned workman before Enquiry Officer, because same was in connection with raid, consequent upon FIR, which had been lodged by Dr. A.M. Kar and his wife Dr. Meenakshi Kar. The concerned workman preferred appeal against punishment awarded to him and same was fully decided by Appellate Authority, of course, taking into consideration his further representation dated 17-2-98 on request of concerned workman. Thus it is clear that initially when the notice of enquiry was served by publication in daily newspapers, the concerned workman put in appearance and started taking adjournments on the ground of illness. After granting a few adjournments, the Enquiry Officer asked for medical certificate of authorised doctor of the Bank. Ignoring the requirement of Enquiry Officer, workman went on avoiding appearance before Enquiry Officer. In these circumstances, Enquiry Officer was perfectly justified in proceeding against concerned workman. There was no denial of principles of natural justice, as alleged. The findings of the Enquiry Officer are not perverse. It has been denied that there was flagrant denial of natural justice to the workman. The misconduct committed by the concerned workman is so grave that it involves loss of confidence and, as such, punishment in question, does not call for interference and the workman is not entitled for any relief. The management has also stated that if the Tribunal comes to the conclusion that Departmental Enquiry was not fair and proper, the management reserves right to prove the misconduct on merits.

The workman has filed the rejoinder and has reiterated the allegations made in the claim statement.

The then Presiding Officer on 2-3-2000 observed that it is necessary to decide first whether the enquiry conducted by the Enquiry Officer was justified and legal and the other issue he took for consideration is whether the conclusion of the Enquiry Officer suffers with the vice of perversity and consequential order is not sufficient and just.

On 1-5-2000 the then Presiding Officer held that the workman was not given opportunity to cross-examine MW1 S.K. Kapoor which caused material prejudice to the workman, rendering the whole enquiry not fair and proper, and thus the subsequent orders of management based on the said enquiry is vitiated. It was also held that the enquiry was not fair and proper and all subsequent action based on this enquiry is bad in law. The management is at liberty to enter into merit and adduce evidence.

The Bank as per orders of the Presiding Officer filed the affidavit of Sh. S.K. Kapoor and G.D. Bahorey on 25-10-2000. The Bank's management filed evidence of Shri R. K. Rawat by affidavit on 19-12-2000.

The workman on 22-6-2001 cross-examination Sh. R.K. Rawat. On 4-9-2001 he cross-examined G.D. Bahorey. On 23-10-2001 Sh. S.K. Kapoor was cross-examined. On 5-3-2002 Sh. A.K. Singh appeared as witness who was Inspector of Police who was treated hostile by the management and he was cross-examined by the parties and his examination concluded. The Bank proposed to examine Mr. S.D. Gupta, SSI who after due service did not appear. The Presiding Officer observed that non-appearance gives inference of his wilful avoidance to appear as a witness and so coercive measure to procure his appearance seems necessary. On 4-6-2002 retired SSI Police, S.D. Gupta was examined by the management. The management closed the evidence on 4-6-2002.

The workman was directed to file his evidence on affidavit on 26-7-2002, but the workman sought adjournment and another date of 6-8-2002 was fixed for workman's evidence. On 6-8-2002 the workman again sought adjournment. Therefore, the Presiding Officer fixed 24-9-2002 for workman's evidence on affidavit but in spite of successive dates the workman did not file affidavit instead filed application to summon Sh. Pankaj and Ashok as witnesses. Although processes were issued but Sh. Pankaj and Ashok did not turned up. Hence, the workman filed affidavit of his wife Mr. Suman Mishra on 7-1-2003. The workman filed the evidence on affidavit on 25-3-2003. Pankaj was cross-examined on 4-8-2003 and Ashok Purander was cross-examined on 21-8-2003.

Parties have filed written arguments and forwarded oral arguments.

I have gone through the written argument and heard at length the oral arguments of the parties.

The argument on behalf of the workman is that the worker was admittedly appointed as clerk-cum-cashier, initially posted at Alambagh Branch, Lucknow and thereafter he was transferred to KGMC Branch and lastly to Indira Nagar Branch of the Bank. While the worker was posted at KGMC Branch, strained relation developed between him and one Dr. A.M. Kar Professor in the Deptt. of Neuro Medicine, KGMC, Lucknow. Similarly, one Sh. R.K. Rawat, the then Vigilance Officer of Allahabad Bank, Zonal Office, Lucknow was also annoyed with the worker. According the Bank, on 9-9-92, a police party consisting of Sh. Ashok Kumar Singh, the then Officer In-charge of Police Station, Wazirganj, Lucknow, three Sub Inspectors and some constables accompanied by Dr. A.M. Kar, Dr. Mukal Verma and Dr. M.C. Pant (all the Doctors of KGMC) raided the house of the workman at C-60, Sector 'C', Aliganj, Lucknow at 7 AM in connection with a case of car theft under Section 379 of Indian Penal Code, in the absence of the worker and prepared recovery

memo, listing the articles recovered from the house of the workman. The recovery memo was prepared under the supervision of and signature of Sh. A.K. Singh, the Inspector Incharge of Police Station, Wazirganj, Lucknow. It was witnesses by Dr. A.M. Kar, Dr. M. Verma, Dr. M.C. Pant and it was also signed by Smt. Suman Mishra wife of the workman. The process of the search and recovery memo was prepared by police was over by 1.15 PM on 9-9-92. The Bank authorities allege that certain documents relating to the Bank were recovered from the house of the worker in the search conducted by Sh. A.K. Singh. Worker has denied the recovery of bank's documents. The argument is that in case Bank documents, which the bank argues that the same were recovered from the house of the workman the same must have found place in the recovery memo, which was signed by Smt. Suman the wife of the workman.

The worker has further argued that the bank claims that the intimation with respect to the said recovery of bank documents was given to the Branch Manager, KGMC, Lucknow of the Bank who along with other officers of the Bank went to the house of the workman on 9-9-92. The team requested a thorough search focussing on the Bank records and ultimately a search was made. The worker denies the said fact. Bank has alleged that documents were recovered and no recovery memo was prepared. Worker has denied any such recovery and has pointed out the so-called recovery memo does not bear the signature of Smt. Suman Mishra.

The workers argument is that as the basis of so called recovery of bank documents a charge sheet dated 22-4-93 was issued to the worker and as the reply of the worker was not found satisfactory on ex-party enquiry was conducted by Sh. S.N. Mishra the then Sr. Manager of the bank, who found misconduct on the part of worker as proved. A show cause notice of proposed punishment of dismissal was given and ultimately he was dismissed on 16-7-94. An appeal was preferred and the same was also dismissed. Tribunal has already held that the enquiry conducted by the Bank was not fair and proper and all subsequent actions were also bad in law vide its order dated 1-5-2000.

On behalf of the worker it has been argued that the solitary question, which needs consideration and on the basis of which charge sheet was issued and disciplinary proceedings were initiated against the worker on the alleged recovery of documents relating to the bank from the residence of the worker. And once it is established that there was no recovery as alleged by the Bank, the entire edifice on the ground and the impugned order of dismissal is liable to be set aside with all consequential benefit to the workman.

On behalf of the worker it has been further argued that the search by police officer commonly be carried out

under the provisions of Sub-sections 5 and 6 of Section 100 of Cr. PC which are as under :—

Sub-Section (5)—The search shall be made in their (witnesses) presence and a list of all things seized in course of such search and of the places in which they are respectively found shall be prepared by such officer or other person and signed by such witnesses but no person witnessing a search under this section shall be required to attend the court as a witness of search unless specially summoned by it.

Sub-section (6)—The occupant of the place searched, or same person on his behalf shall in every instance permitted to attend during the search and a copy of list prepared under this section, signed by the said witness, shall be delivered to such occupant a person.

There is no denial of the fact that the police party has gone to take the search of residential premises of the worker, in connection with the theft of car of Smt. Meenakshi Kar w/o Dr. A.M. Kar in the First Information Report (State v. Unknown). Search was confined to the theft of car alone. It did not authorise them for making any search beyond it. Admittedly the house of the workman was searched and recovery memo was prepared and the same was done in the presence of the wife of the worker and she signed the recovery memo as well. A perusal of search memo clearly goes to show that there is no mention of documents relating to the bank, which are claimed to be recovered from the residence of the workman. This fact that no documents relating to the bank was recovered and whatever was recovered in the search was mentioned in recovery memo finds support from the oral statement of police officer Sh. A. K. Singh and Sh. S.D. Gupta, the SSI. Thus, very foundation that any document relating to the Bank was recovered is knocked down.

It has been further argued that Bank Management alleges that police officers gave information to the Branch Manager of KGM Branch of the bank on the basis of which officers of the Bank went to the residence of the worker. This story too, cannot be digested, for the simple reason that had any documents relating to the bank been covered and intimation was given to the bank authorities, it must have been given in writing. Had, Bank documents been recovered and handed over to the Bank authorities, some sort of writing, detailing the documents recovered and handed over to the Bank authorities must have been got executed. The police officer cannot be expected by any stretch of imagination to have handed over the documents recovered to the Bank authorities without any writing or document or delivery memo. Thus, again goes to show that the theory of the recovery of documents are concocted and is wholly unbelievable.

It is also pointed out on behalf of the workman that the search on the basis of FIR stated above, ceased at

about 1.15 PM when the search memo was prepared. Police officers had no authority whatsoever under the law to make any further search on the oral request of the bank authorities and the second search, if any, is wholly against the provisions of law to make the further search and such second search is invalid. The police officers could not make any further search and this suggests that the so-called second search was not carried out and no documents were recovered.

The so-called second search memo Ext. M1, alleged to have been prepared does not bear the signature of Smt. Suman Mishra. The management has not suggested that Smt. Suman Mishra was asked by the police authorities to sign and she refused. Had it been a fact Smt. Suman Mishra must have asked to sign the so-called recovery memo. The absence of the signature of Smt. Suman Mishra is suggestion of the fact that no such recovery of documents relating to the bank was made so that the memo was prepared as alleged.

It has also been argued on behalf of the worker that recovery memo Ext. M1 is concocted and fabricated and got up document. It purports to have been prepared on the letter head of the bank. There is nothing on record to show that the said letter head of the bank had been taken to the residence of V.K. Mishra at the time of alleged recovery. It suggests that recovery memo must have been prepared at Bank premises in collusion with other signatories to the documents. It is important to mention that Sh. S.D. Gupta, SSI, PS, Wazirganj, Lucknow has given explanation of his signatures over these documents, in his statement, which cannot be set aside. This documents is therefore unreliable and cannot form authentic proof of the fact that documents were recovered from the premises of the worker. Police officer, specifically stated that whatever was recovered was mentioned on the recovery memo. It is claimed by the Bank authorities that the police officer has turned hostile and their statement cannot be relied upon. It has been argued that the law relating to hostile witness is settled by the various decisions of the Hon'ble Supreme Court. Following case law have been relied :

1. 1994 Vol: II 220 Dananjay Chatterjee v. State of Bengal Head Note H.
2. 1991 Vol. III 3 Supreme Court Cases 627 Khujji v. State of Madhya Pradesh.
3. 1989 AIR Supreme Court 1543 State of UP v. Chetram Note A.

On behalf of the workman, it has been stressed that, it has been laid down that the entire statement of hostile witness cannot be brushed aside. The court has to weigh the statements if any part of statements find corroboration with any material, it has to be accepted. Here in this case the statement of hostile witnesses that no document relating to the Bank was recovered was mentioned in the

recovery memo. W1 finds corroboration from the documents W2 itself. There is therefore no reason to discard this statement of witness.

Following contradictions have also been pointed out in the statement of witnesses. Mr. Santosh Kumar Kapoor in his affidavit para 4 has stated that about 10-30 A.M. on 9-9-1991 a police constable came to Allahabad Bank, KGMC branch, Lucknow and informed about the house search the residence of V. Mishra, the workman. While in letter No. Shakha/Satarkta 204 dated 10-9-1992, which is marked as Ext. D2, this witness has mentioned 11.00AM to the Regional Manager, Allahabad Bank, Lucknow. There is contradiction i.e. in the letter Ext. D2 wherein it is stated that Dr. A.M. Kar along with a police constable came to his branch whereas in para 4 of his affidavit evidence, it is stated that a police constable came to his branch. These two initial contradictions make the evidence of this witness totally false.

Besides above, it has also been pointed out that in affidavit evidence the witness has stated that he first went to the residence of the workman V.K. Mishra at Aliganj, Lucknow and thereafter he went to the Regional Office, Allahabad Bank, Hazratganj, Lucknow and reported the matter to Sh. G.D. Bahorey and latter on to R.K. Rawat and lastly to Asstt. General Manager. As against this in Ext D-1, this witness has stated that Sh. G.D. Bahorey and Sh. R.K. Rawat reached the residence of V.K. Mishra out of their own. If the time as detailed in the cross examination is taken into account, the witnesses cannot by any stretch of imagination reach the residence of V.K. Mishra up to 1.15 PM, when the search was over as per Ext. W-1, recovery memo prepared by Sh. A.K. Singh, the Inspector of Police dated 9-9-1992. The deposition of Sh. S.K. Kapoor (MW-1) though chewed of his arrival at various places as the same is not corroborated by the other documents written in his own hand writing to various authorities (Ext D-1&D-2). In all eventualities, he did not arrive at the house of workman, V.K. Mishra earlier than 1.35 PM on 9-9-1992, the time when police party including Mr. A.K. Singh and S.D. Gupta had left the spot. Hence there is no question of subsequent recovery.

The second management witness Sh. G.D. Bahorey in Para 9 of his cross-examination has stated that on 9-9-1992, he was wearing a wrist watch and Sh. S.K. Kapoor met him at 12.00 Noon. If the time of information as stated in Ext D-2 (file page No. 11/15 to 11/16) is taken into consideration along with the fact that Sh. S.K. Kapoor first went to residence of V. K. Mishra after remaining therefor some time, went to Regional Office. Sh. S.K. Kapoor could not reach the office of Allahabad Bank at about 12.00 Noon. Management witness Sh. Gopal Bahorey has stated in para 11 of his cross examination that at the time of second alleged search Dr. A.M. Kar was not present whereas Ext. W1 (recovery memo dt. 9-9-1992) prepared by the then Inspector of Police, Sh. A.K. Singh, Dr. A.M. Kar was

present and he had signed the recovery memo. These facts prove that Bank officers/officials did not reach the house of workman V.K. Mishra up to 1.15 PM. When the search and seizure memo had completed. Thus the evidence of management witness No. 2, G.D. Bahorey is tailored, tainted and not worthy of reliance.

Ext. D2 is the letter of manager addressed to Regional Manager, Lucknow dated 10-9-1992. It has been reported that on 9-9-1992 at about 11.00 o'clock customer Dr. A.M. Kar came to the branch at 11.00 AM along with a constable. He informed the Branch Manager that the house of Sh. Vijay Kumar Mishra is raided in connection with the theft of his car and many bank documents have been recovered. SHO, Wazirganj, Sh. A.K. Singh wants that Bank officer be invited to identify the documents. Accordingly the Branch Manager and his associate and Ajay Kapoor went to the residence of Sh. V.K. Mishra. Branch Manager was shown the bundles of vouchers and FDs of customers etc. there Branch Manager has identified the document.

Branch Manager with the concurrence of the police officer came to the office of Regional Manager and contacted Sh. Gopal Das Bahorey and Branch Manager made him aware of the facts. Thereafter Branch Manager discussed the matter with Sh. R.K. Rawat and Asstt. General Manager and thereafter again, Branch Manager along with Sh. R.K. Rawat and Sh. Bahorey went to the house of Sh. V.K. Mishra. House of Sh. V.K. Mishra was again searched on the possibility of finding more documents on search some vouchers, long book and blank, Bank Draft of Aisbag Branch and other branches were recovered. On the request of the bank officer, police officers delivered the said documents. All the proceedings are recorded in memorandum.

Ext. D2 is recovery memo proceedings prepared by the police in connection with the house search and arrest of the accused with reference to case Crim. No. 373/92 u/s 379. According to this memorandum of proceedings, when police party headed by Inspector In-charge was busy in the investigation of theft of car of Smt. Meenakshi Kar w/o Dr. A.M. Kar, on hearing information by A.M. Kar and his wife, along with the witnesses Dr. M.C. Pant and Dr. Mukul Verma, party reached the house of Sh. V.K. Mishra. Police party conducted the raid in the presence of wife of Sh. V.K. Mishra known as Smt. Suman. The recovery memo contains the list of articles such as, cameras, tape recorder etc. Smt. Suman wife of the worker V.K. Mishra was arrested and articles were sealed at the end of the preparation of the memo, it is written that the recovery stated at 7 AM.

Recovery memo bears the signature of Mr. Kar. Argument of behalf of the worker is that Dr. A.M. Kar in that case was present from 7 AM to the end when Smt. Suman was arrested, articles were sealed and recovery memo was prepared. House search completed at 1.15 PM, as stated by the police party leader Sh. A.K. Singh. In the circumstances Dr. A.M. Kar did not go to the Allahabad

Bank, KGMC branch, Lucknow at 11.00 AM as detailed in Ext. D1. If at all he (Dr. Kar) went to the Branch KGMC, it would be after 1.15 PM on 9-9-1992 and when Dr. Kar reported the matter to the then Manager, Allahabad Bank, KGMC Branch.

During argument it has also been argued that Sh. R.K. Rawat was on inimical terms with Sh. V.K. Mishra. It is alleged that Sh. R.K. Mishra. It is alleged that Sh. R.K. Rawat prior to the Bank service was a Sub-Inspector/Inspector in the CBI and he hatched a fictitious second search to complicate and get the workman, V.K. Mishra punished. Shri R.K. Rawat in his cross examination after several questions reluctant by admitted that prior to coming into the service of the Bank, he was Sub Inspector/Inspector in CBI for sufficiently long period. He also admitted that he was fully aware of legal provisions of the house search. When questioned further he stated that the wife of workman, Sh. V.K. Mishra was present at the time of alleged second search (para 21 of his cross examination) but he did not consider it necessary to obtain her signature on Ext. M1 (Memorandum on Bank letter pad) and give a copy of Ext. M1 (the alleged memo/second recovery memo) to her. It is to be noted that a person conversant with the procedure of police search will not consider obtaining of signature of the person, whose house is searched, necessary. On behalf of the workman it has been stressed in argument that Ext. M1 (so-called recovery memo) was not prepared at the residence of the workman Sh. V.K. Mishra, since no copy of Ext. M1 was handed over to the wife of the workman, Sh. V.K. Mishra as enjoined under Section 100 (6) of the CrPC and is also not signed by the witness of the locality.

As regards the evidence of Sh. R.K. Rawat, MW 3, his statement that he searched the house of workman, Sh. V.K. Mishra at 1 PM on 9-9-1992 when police search was going on is shattered to pieces by the evidence of MW 1, Sh. S.K. Kapoor.

Sh. S.K. Kapoor witness, MW1 is the Branch Manager, KGMC Branch who was posted as such on 9-9-1992. He has stated on affidavit that on 9-9-1992 at about 10.30 AM, a police constable came to KGMC branch of the Bank and informed him that during the search being conducted by police at the residence of Shri V.K. Mishra certain documents related to the Bank have been found in which connection Inspector of Police has called him (Branch Manager) on receiving the search he along with Special Asstt. Sh. A.K. Kapoor rushed to the residence of Sh. V.K. Mishra at Aliganj, reached there within half an hour. It has been argued on behalf of the workman that contrary to what has been stated in the affidavit, Ext. D1 the letter dated 10-9-1992 addressed to the station officer, police station, Chowk, Lucknow and letter dated 10-9-1992 addressed by him to the Regional Manager, Allahabad Bank, Lucknow Ext. D2 have mentioned that he received the information at about 11.00 A.M. when he was in the Bank at KGMC Branch, Lucknow.

Sh. S.K. Kapoor has stated in his cross-examination that he started at 10.50 A.M. for the residence of Sh. V.K. Mishra and reached there at 11.20 A.M. He was also stated that he stayed therefor about 15 minutes and started at about 11.35 A.M. for Regional Office of the Bank and he reached at Regional Office at about 12.05 afternoon. In the Regional Office he met Sh. G.D. Bahorey, Senior Manager (Administration) and apprised him of the incident for 15 minutes and thereafter went to Sh. R.K. Rawat (MW-3). Sh. Rawat was also informed within 15 minutes. Sh. Rawat, took Sh. Kapoor and G.D. Bahorey to Asstt. General Manager at 12.35 PM. It took about 15-20 minutes in briefing him. And according to the direction of Asstt. General Manager of the Bank they started at 12.55 P.M. for the residence of V.K. Mishra. It took about half an hour to reach the residence of V.K. Mishra. Sh. S.K. Kapoor has stated that he along with others named above reached the house of V.K. Mishra at 13.30 PM. The argument of behalf of the workman is that by the time Sh. S.K. Kapoor and party reached the residence of V.K. Mishra, the police party search was already over at 13.15 Hrs.

It has also been argued that there are vital contradictions within the statement of management witnesses Sh. R.K. Rawat and S.K. Kapoor. Sh. R.K. Rawat states in his evidence that he had reached the house of the workman V.K. Mishra at 1 PM when the police search was going on. This shows that the witnesses are telling a lie. Thus in case the evidence produced by the Bank management if at all could be relied, then in all probabilities the Bank management witnesses did not reach V.K. Mishra's house at the time party was present. The then Inspector in Charge of police station Wazirganj, Lucknow stated that no officer of the Bank came to him nor any document of the Bank was recovered from the house of V.K. Mishra. He further added that he did not inform any officer of the Bank regarding search of house of Sh. V.K. Mishra.

On behalf of the worker it has been argued that Sh. A.K. Singh the then Inspector in Charge of police station Wazirganj, Lucknow and Sh. S.D. Gupta, the then Sub-Inspector, P.S. Wazirganj, Lucknow have been examined by the management of the Bank. These witnesses are independent witnesses, not under control of any party to the case. These witnesses have stated in evidence before this court that on the complaint of Dr. A.M. Kar, neither any document of bank was found from the residence of workman, V.K. Mishra nor any information was sent to the Bank, nor did anybody made request for second search nor any second search was got conducted at the residence of the workman. Whatever was recovered in the search memo is detailed in Ext. W1. Both the witnesses have been declared hostile by the representative of the Bank, who made an exhaustive cross-examination but he could not extract anything which may shatter their evidence. Both the witnesses withstood the cross-examination. Their testimony totally disproves the entire

case against the workman. V.K. Mishra that any document relating to the Bank was recovered from the residence of the workman.

On behalf of the workman it has been argued that raiding police party was headed by Sh. A.K. Singh, Inspector in Charge, he was competent authority to make search and prepare seizure-memo containing a list of articles recovered. It was mandatory duty on his part to get the recovery memo in respect of articles recovered prepared under his supervision and put his signatures and obtain the signatures of witness. The recovery memo under the supervision and signatures of Sh. A.K. Singh, Inspector in Charge of P.S. Wazirganj, Lucknow is marked as Ext. W1. It did not contain any document of the Bank. Law relating to hostile witnesses is settled by the various decision Supreme Court i.e. 1994 Vol. II 220 Dananjay Chatterjee v. State of Bengal Head note H, 1991 Vol. III 3 Supreme Court Cases 627 Khujji v. State of Madhya Pradesh and 1989 AIR Supreme Court 1543 State of UP v. Chetram Note A. It has been held the entire statement of hostile witnesses cannot be brushed aside. The court has to weight the statements and if any part of the statements finds corroboration with any material it has to be accepted. Here in this case the statement of the hostile witnesses that no document relating to the Bank was recovered and whatever was recovered was mentioned was in the recovery memo Ext. W1, finds corroboration for the document itself. There is therefore, no reason to discard this statement of witness. As far as Ext. M1 (Memorandum on the Bank letter pad) my attention has been drawn to the evidence of Sh. S.D. Gupta, who on page 2 of his cross examination has stated, "गवाह ने अनखुद कहा मुझे याद आ रहा है कि सम्भवतः मुझे अलीगंज थाने पर बुलाया गया था वही मेरे उच्च अधिकारी बैठे थे और उन्होंने हस्ताक्षर करने के लिये कहा तथा मैंने हस्ताक्षर किये उस समय शाम का समय था"।

On further cross examination the witness stated that he was called in evening at Police Station, Aliganj, Lucknow. The evening would mean 7 P.M., 7.30 P.M. or 8 P.M. This witness on page 2 of his cross examination, after being declared hostile by the Bank stated that in the search no document of the Bank was recovered in his presence from the residence of Sh. V.K. Mishra. Had any documents of the Bank been recovered from the house during search, it must have been mentioned in the recovery memo (Ext W-1) prepared by Sh. A.K. Singh the Inspector in Charge of police station, Wazirganj, Lucknow.

While forwarding the arguments on behalf of the workman, it has been said the Bank Offices MW1 to MW3 have relied upon the memorandum M-1 dated 9-9-92 prepared in the hand writing of MW-3 i.e. Sh. R.K. Rawat, who had no legal authority to take any search and prepare so called subsequent search memo listing some documents of the Bank. This was not signed by the witness of the locality, nor was signed by Smt. Suman Mishra, the wife of the workman Sh. V.K. Mishra who was present in the house

on 9-9-92 during so called second search. The mandatory provisions of Section 100 (4, 5 & 6) of Crp 'C were ignored while preparing Ext. M-1. The Bank officers had no authority to search of the house of the workman Sh. V.K. Mishra and recover anything. They can at the most lodge FIR at the concerned police station. Ext. M-1 is nothing than a waste paper. Management witness MW-1 to MW-3 are tailored process whose evidence cannot be believed. The evidence of MW-4 and MW-5 with no shadow of doubt prove that the entire case of Bank against the workman V.K. Mishra is false and fabricated.

On arguing the defence witnesses case it has been argued on behalf of the workman, that workman V.K. Mishra was not present at the time of incident 9-9-92. V.K. Mishra in his affidavit has stated that his father Sh. N.K. Mishra had purchased an AC Maruti Car UME 5390 from Dr. A.M. Kar on 26-2-91 through him. The car had some defects, Dr. A.M. Kar was requested to get the defects set right. He did not do so. Due to this the relations between and Dr. A.M. Kar had strained. This is corroborated from evidence of Sh. S.K. Kapoor, MW-1. Sh. V.K. Mishra has also stated that Sh. R.K. Rawat was annoyed with him, as he did not take his son to Ophthalmology Dept. of KGMC, Lucknow for treatment when he was posted at Allahabad Bank (KGMC) Branch, Lucknow. Workman's second witness Smt. Suman Mishra deposed that no officer of the Bank had come to her residence on 9-9-92 nor any document of the Bank was recovered from her residence during the search conducted by Sh. A.K. Singh, the Inspector. She denied the alleged second search by the Bank people. She withstood the cross-examination and her evidence cannot be discarded, as she was the only witness present on 9-9-92 at the house of the workman. The other two witnesses Sh. Ashok Purender and Shri Pankaj Mishra deposed before the court that on 9-9-92, they were present at the house of V.K. Mishra from 11-30 till completion of search by the police and no Bank documents were recovered from the house of Sh. V.K. Mishra.

On behalf of the workman it has also been argued that Bank has contended that the standard of proof for proving misconduct is different from that which is required to prove criminal case. In this connection following authorities have been referred.

1. 1972, Lab IC 627 (SC) Union of India v. Sardar Bahadur.

2. 1997, Lab IC 947 (Madras High Court) Balmadier Estate v. Presiding Officer, Labour Court & others.

There is no denial of the proposition of law laid down in the case by the management of the Bank. However, even in the disciplinary proceedings the authorities must show that there is material against the concerned employee worth reliance. It is shown that the two recoveries were incorrect. Consequently the recovery cannot be accepted even for the sake of arguments. There is no scope of probability as

shown above that recovery was made unless and until it is brought on record by reliable evidence that recovery was made as claimed. It has been contended that the worker has not mentioned any ill will or motive against the bank officers for false implication. The disciplinary proceedings had taken place ex-parte but later on the statement of employer was recorded. If no enmity was alleged at that time it cannot be said that subsequent statement regarding enmity is incorrect, because the documentary evidence was submitted in that connection. The bank authority would have taken time to cross examine after the employee V.K. Mishra stated about enmity and requested the court that they had to make enquiry about the allegation. No such effort was made to take time nor any a question was put to Sh. V.K. Mishra in the cross examination, contradicting him from the admission about the enmity on the previous statement. There is no fore in this connection and the enmity has been proved on record.

The workman has argued that the next submission on behalf of the Bank is that the statement of the witness Shri S.K. Kapoor shows that on 9-9-92 at about 10-30 AM a police constable had gone to the bank and informed that during the course of search at the residence of Shri V.K. Mishra in connection with the complaint of Dr. A.M. Kar State v. Unknown, some documents of the Allahabad Bank were recovered and police inspector Shri A.K. Singh PS Wazirganj, Lucknow had called him. Reliance is place on this statement. It is submitted that in the absence any intimation in writing or any thing on record in writing and in view of what has been submitted in the earlier part of this argument, the oral statement of this witness and other witnesses in this connection cannot be accepted. Here it may also be pointed out that the same principle on which the Bank authority relies, apply to the employee as well. It is shown under the circumstances from their record that there could not have been any recovery there is no reason to discard the case of the employee and fasten with the liability as claimed. There is thus no occasion to dismiss him. Hence he could not be held guilty as said above.

It has also been argued by the workman that the claim of the employee that no recovery took place and memo was not made amounts to doubting the integrity of all signatories of the recovery memo including three officers of the Bank and police officers. The appellate authority has mentioned that there is no reason to doubt their integrity. It is most humbly submitted with all due respect to the Bank officers and police officers that the material on recovery as shown above including the statement of the employee and his wife Smt. Suman Mishra the case of Shri V.K. Mishra cannot be discarded merely because the senior officers have said so. The material clearly goes to show without any manner of doubt that there is no recovery in the entire case and entire case is concocted. The recovery memo M-1 has been relied upon and it is alleged that it bears the signature of the SSI Shri S.D. Gupta, PS Wazirganj,

Lucknow. It is submitted that that SSI Shri S.D. Gupta in his statement before the Hon'ble Tribunal clearly stated that he was called at the police station Aliganj, Lucknow and at the behest of the superior officers he made signatures on Ext. M-1 at 7 PM or 7.30 PM or 8 PM. In force of this statement and in view of the specific fact that this memo does not bear signatures of Smt. Suman Mishra W/o Shri V.K. Mishra in whose presence the recovery is alleged to have been made and there is nothing to show that she refused to sign when asked and the fact that is prepared on the letter head of the Bank unambiguously goes to show that it could not be prepared as claimed and it is fabricated document.

The workman has submitted that from what has been said above it is established to the hilt that no documents relating to the Bank was recovered from the residence of Shri V.K. Mishra and consequently, no disciplinary proceedings on the basis alleged recovery of documents could be taken. Consequently, the entire proceedings be knocked down. On the basis of these proceedings of order of dismissal of Shri Vijay Kumar is wholly illegal, arbitrary and unwarranted, it deserves to be set aside in the interest of justice and the workman, Shri Vijay Kumar Mishra is entitled to all the consequential benefits including his re-instatement in the services of the Bank.

The opposite party has argued that the worker was posted to KGMC Branch, Lucknow on 26-6-84, thereafter he was transferred to Indira Nagar Branch on 15-5-92. One Dr (Mrs.) Meenakshi Kar was the doctor of medical college. She lodged First Information Report (FIR) against Vijay Kumar Mishra for certain offence. In that connection, search at the house of Sh. V.K. Mishra had taken place on 9-9-92. The search was conducted by Sh. A.K. Singh of Police Station, Wazirganj, Lucknow, Senior Sub Inspector Sh. S.D. Gupta, Sh. Tejpal Singh in the morning.

The opposite party has further submitted that during course of above search some Bank records, *prima-facie* concerning KGMC Branch of the Bank, were also recovered by the police. Hence, the police sent intimation to the Branch Manager of the Allahabad Bank at KGMC. Shri Santosh Kumar Kapoor was posted as Branch Manager at the time. In turn after receiving the information, the Branch Manager, Shri Santosh Kumar Kapoor, after verifying the documents at the search place went to the Regional Office, Lucknow, where he met Shri Gopal Das Bahorey, a senior administrative officer and also senior officers of Regional Office and Zonal office, from where Shri G.D. Bahorey and Sh. R.K. Rawat, vigilance officer were deputed to visit said premises. Accordingly, Sh. S.K. Kapoor, G.D. Bahorey and R.K. Rawat, vigilance officer went to the house of the workman. At the premises of the workman, the team of above officers found that beside a large number of electronic equipments. Police had also recovered a large number of documents concerning the Bank. While these documents

were being taken charge of it was revealed that some documents were concocted with a fraud and on discussion with police, it was revealed that they had not focussed on documents connected with the Bank during their search. Therefore, the team of Bank officers requested for a thorough search focussing on Bank records to which the searching police party agreed and accordingly a thorough search with focus on Bank record was conducted by the police officers in presence of the above mentioned Bank officers. In that course, some more documents were recovered. A recovery memo, Ex. M-1, was prepared at that very time, which comprises of 28 documents. In it, documents, 1 to 5 are those, which were recovered by the police before arrival of team of above Bank officers and remaining documents are those, which were recovered during the search in presence of above Bank officers. This list was signed by police officers as well. the Bank officers had also signed it.

The management of the Bank has argued that in the claim statement, it was alleged that no documents were recovered at all and no further search had taken place. Further the search was carried out only in respect of the averments, which were the subject matter of FIR, lodged by Dr. (Mrs.) Meenakshi Kar. It was also alleged that domestic enquiry was not fairly and properly held. The details of shortcomings in holding of domestic enquiry were further given. There was denial of principle of natural justice. Thus, as the enquiry was not fairly and properly held, it was alleged that this dismissal was bad in law.

The opposite party has argued that from the above pleadings, the only point which requires for determination is as to whether documents 1 to 5, as given in Ex. M-1, were recovered in the first search and documents 6 to 28 as given in the above list were recovered in the second search from the house of concerned workman.

The opposite party has also argued that before assessing the above evidence of parties, it will be relevant to mention that standard of proof for proving misconduct is different from that which is required to prove an offence in criminal court. In a criminal case, the offence is to be proved beyond shadow of doubt, whereas in enquiry relating to misconduct, even if the management is able to probabalise its case, it will be enough to prove the misconduct. In this regard, reference may be made to case of *Union of India v. Sadar Bahadur*, 1972, LABIC, 627(SC). Reference is also made to the case of *management of Balmadier Estate v. Presiding Officer, Labour Court and others*, 1997 LAB IC 947 (Madras High Court), wherein similar observations have been made by the Hon'ble Madras High Court.

The Bank has argued that in view of the above requirement, if the opposite party is even able to probabalise that such recovery was made, it will be enough to prove misconduct. This recovery need not be proved to the hilt.

the management has submitted that it is a matter of common experience that in criminal matter, no offence is committed without any motive. Similarly if a false case is lodged, it will not be lodged without any oblique motive. Thus, if it is the version of the concerned workman, that case against him has been fabricated, he has to give reasons for false implications. There is reply dated 22-5-1993 given by the workman to the charge sheet. It is on record. In it, the reason for false implication was given. It was alleged that this charge sheet has been issued in collusion with some senior doctors of KGMC, who were inimical to him and also due to group rivalry of bank staff. No ill will or motive was attributed against Bank management or its officers. Thereafter, he had occasion to file appeal against dismissal order. He did not allege any ill will or motive against the Bank or their officers for false implication, once again it was not alleged. Not only this even in the statement of claim nothing was mentioned showing any ill will of bias on the part of the Bank officers of staff towards the charged employee, as such, it is not to be noticed and considered in any way in this proceeding. It was for the first time that the concerned workman when he entered into witness box before this Hon'ble court, that he mentioned that Shri R.K. Rawat (MW-3) had requested him to show him to some doctor of the medical college, which he failed to do. Hence, he has been falsely implicated. It is interesting to note that even no such suggestion was made to Shri Rawat when he was in the witness box. When a certain fact is alleged for the first time without pleading it earlier, and further without affording an opportunity to the opposite party by cross examining him on this point, the necessary inference will be that such version is after thought. Hence, it is respectfully submitted that his version of false implication may kindly be disbelieved. In this way, it may kindly be held that there was no ill will or any motive for false implication on the part of the Bank or their officers. Hence, it should be accepted that whatever procedure was adopted by the officers of the Bank in regular course of business and there was no concoction or fabrication.

The management has argued that in order to prove their case opposite party has first adduced the evidence of Shri Santosh Kumar Kapoor, MW-1, who was posted as Manager of the Bank KGMC Branch, Lucknow at the material time. His evidence is that on 9-9-99 at about 10-30 A.M. a police constable has informed him that during the course of search at the residence of concerned workman in connection with FIR of Dr. (Mrs.) Meenakshi Kar, some documents belonging to Allahabad Bank were also found and that police inspector has called him. Thereafter, he alongwith Sh A.K. Kapoor, Special Asstt. Reached there. SHO, Sh. A.K. Singh had shown him papers belonging to Bank. Thereafter he went to the office of Regional Manager, Lucknow and contacted Shri G.D. Bahorey. Manager (Estt.) Sh. Bahorey took him to Shri R.K. Rawat, vigilance officer of the Bank. Later on, all of them reached residence of the

concerned workman at about 1 PM. They found bundles of daily vouchers, FDRs, DDPs, blank yellow vouchers, letter heads of Bank and few Bank envelopes, these documents are paper No. 1 to 5 as shown in memo (Ex. M-1), which were handed over to him. Subsequently on request of Shri R.K. Rawat, another search was carried out and papers 6 to 28 were found. It's memo was prepared, which is Ex. M-1. It was signed by the officers of the Bank, by S.I. Shri Tej Pal Singh and SSI Sh. S.D. Gupta. He has further proved the original documents, which were recovered from the residence of the concerned workman. In his cross examination, he has stated that first he had reached at the house of concerned workman at about 11.20 A.M. He has stated that according to report sent to police station, Chowk, timing of search was 13.15 P.M., whereas, according to his evidence it was 1.30 P.M. He has further stated that when bank officers had reached at the house of the workman, first search had already been completed. Shri R.K. Rawat had made request for second search. Ex. M-1 was not prepared by policeman. He had denied the suggestion that there were not good relationship between him and workman as this witness did not invite workman, whereas, other staff of the Bank were invited at his residence for some social gathering. Shri G.D. Bahorey, MW-2 has supported by Shri S.K. Kapoor. In his cross examination, he has admitted that the fact about his meeting Asstt. General Manager has not been given in his affidavit. He too has stated that second search had taken place on the request of Shri Rawat. He has denied the suggestion that SHO was not present at the time of second search. In the second search police officers had also participated. Recovery memo was prepared by Shri Rawat. He could not say as to why papers 15, 17 and 26 of the memo, Ex. M-1, were included in the list when the same did not belong to the Allahabad Bank. Sh. R.K. Rawat, MW-3 had corroborated the previous witness about the fact from the time he had joined previous two witnesses. In his cross examination he has stated that he had gone to the house of the concerned workman by cash van of the Bank. When they reached house of the workman, search was still going on. He had stated that SHO had agreed to hand over their recovered documents of the Bank. Second search had taken place at about 1.30 PM or 2 PM. Request for second search was made by him. Sh. A.K. Singh, MW-4, was SHO, PS Wazirganj, Lucknow at that time. He has agreed that he had taken search of the house in connection with case crime No. 373/92. However, he has denied that any documents were recovered concerning Bank. He was declared hostile and was cross examined by opposite party Bank. He denied the suggestion that he has been won over by the concerned workman and that is why he is not stating the truth by setting up false plea that due to long passage of time, he does not remember any thing. It seems that he is not prepared to speak the truth. When his memory is good for proving the first search, how can it be expected that he would not remember the subsequent events due to his

failing memory. In any case, his evidence is of no value. SSI Shri S.D. Gupta, (MW-5) in the first place had tried to avoid to identify his signatures upon Ex. M-1 on the ground that due to long passage of time he does not remember. However, when persistent questions were made by this Hon'ble court as well as by the opposite party, he had to concede that he has signed Ex. M-1 at the police station on the instructions of higher authorities. Still further he has stated that at the time of search, Bank documents were not recovered, although Ex. M-1 bears his signatures along with Tej Pal Singh, the other police officer on each and every page.

The opposite party has argued that in rebuttal, the workman, V.K. Mishra, MW-1, had examined himself. He has stated that no documents were recovered during the course of search. He has also spoken about ill-will against Shri R.K. Rawat. As admittedly he was not present at the time of search, his evidence, being hearsay, is inadmissible evidence. As regards ill will against Sh. Rawat, it has already been submitted earlier that this plea is after thought and thus, not true. Further if for discussion sake we look into the intrinsic merit of the oral evidence, it is, prima facie, untenable as well as being beyond statement of claim. As being a senior officer of Zonal Office, Shri Rawat (Presently Chairman, Chhatrashal Gramin Bank, Orai) for any help regarding medical consultation will prefer to be in touch with Senior Manager or other senior officers of that Branch instead of a clerk-cum-cashier like concerned workman. Thus, this is a totally baseless allegation of concerned workman for a very crucial element of ill motive. Smt. Suman Mishra (WW-2), who is the eye witness of search, had stated that only one search had taken place and that the documents belonging to Bank were not recovered. In her cross examination, she has stated that at the time of search, younger brother of her husband and his wife were present. It will be relevant to note that she had not stated about the presence of 3rd and 4th witnesses produced by the workman. She has denied the suggestion that she is not speaking the truth and that actually Bank documents were recovered and that second search had taken place and further that Ex. M-1 was prepared in respect of the documents, which were recovered from the house of the workman. Sh. Pankaj Mishra, WW-3, claims that he is neighbour of the workman. When he returned at 11.30 PM he found policemen at the house of the concerned workman. He went inside the house. No Bank documents were recovered in his presence. Policemen had left the place at about 1.15 PM and by that time only one list was prepared which is Ex. W-1, containing the details of articles, which were recovered. In his cross examination, he has stated that he does not know the direction of main door of his house. He even failed to give direction of main door of the house of concerned workman. Sh. Ashok Purandhar, WW-4, also claims to be neighbour of the workman. He had also supported the version of Pankaj Mishra about non-recovery

of Bank papers and preparation of one recovery memo on the basis of solitary search. Both of them have tried themselves to be chance witnesses but statement of MW-2 makes it clear that they are planted and not witnesses in fact.

The opposite party has argued that from the above review of evidence of parties, it will be evident that Bank's witnesses have no axe to grind against the concerned workman and that they are independent witnesses. The reason for false implication has already been shown to be not true. Their evidence is consistent on all material points. Further it finds support from Ex. M-1, which admittedly bears the signature of SSI, Sh. S.D. Gupta. Thus, their evidence finds support from the document having signature of Senior Sub-Inspector of Police, which seems to have been done in regular course of business. Hence, this document cannot be said to be concocted. Further, SSI, S.D. Gupta, would have not supported the version of Bank's case had it not been true. The authority of Ex. M-1 has been sought to be challenged on the ground that it was not prepared by policemen. Further some contradictions have been pointed out about time of reaching at the house of the concerned workman and also about the time of search. It may be explained that as bank documents were not subject-matter of case property of FIR of Dr. Kar, it was not necessary for the police to prepare the list. Further merely the absence of signature of Smt. Suman Mishra would not render Ex. M-1 as fabricated document as it at least finds support from signature of SSI, Sh. S. D. Gupta. As regards, the alleged contradictions in the evidence of witnesses of Bank in respect of timing of search and reaching at the house of the concerned workman, it is submitted that such contradictions are not on material point and are natural one. Such contradictions do creep in when witnesses are not tutored. Further such contradictions do appear due to varying capacity of individuals to observe certain facts. Thus from the above discussions of evidence, it is clear that such evidence is logical and probable. It is respectfully submitted that Bank's evidence in view of the fact that it finds support of Ex. M-1 regarding memo bearing signatures of S.D. Gupta, SSI, it is more than enough to prove the factum of recovery of documents as contained in Ex. M-1. When it is found that such documents were recovered from the house of the concerned workman, it will also stand established that he had stolen them. As against above evidence, there is solitary statement of Smt. Suman Mishra, WW-2. It is belied from Ex. M-1. The fact, that recovered documents do not find place in Ex. W-1, the list prepared by the police on that day, would not adversely affect Bank's case. It is quite natural that recovery memo for police case is prepared in respect of articles and documents which are concerned with such

cases. Hence, absence of details of Bank documents in Ex. W-1 will not be fatal. Further the Ex. M-1 itself indicates that in respect of Bank documents, a request was made by the Bank officials to hand over these records to them and Bank will take appropriate action in the matter, to which the police officers had agreed, and therefore, as the route of follow-up in respect of these documents was different than that of articles mentioned in W-1, the preparation of M-1, as a separate document, is very natural and logical course of action. Further the evidence of concerned workman, Shri Vijay Kumar Mishra, WW-1, being hearsay, is inadmissible in evidence, and as such, will not be relevant. As regards evidence of Pankaj Mishra, WW-3 and Ashok Purandhar, WW-4, it is submitted that the evidence of these witnesses have been concocted for the purpose of the case. Smt. Suman Mishra (WW-2) had already ruled out presence of these witnesses by stating that only younger brother of her husband and his wife was present at the time of search.

Further, as these witnesses are not family members of the concerned workman, it is unlikely that they would have straightway entered insider the house of the concerned workman. Further that fact that Pankaj Mishra, WW-3, could not give the direction of main door of this house and that of concerned workman, would go to show that he had never seen the house of the concerned workman. From the above, it will be seen that the case of concerned workman finds support from only interested testimony of his wife. The management has further alleged that the allegation of concerned workman that the recovery of documents was no-existing and memorandum of recovery was not a narration of real facts, precisely tantamounts to doubting the integrity of all signatories of the recovery memo which includes three senior officers of Bank, a special Assistant and two police officers. The appellate authority has examined this angle and had held that such allegations amount to casting an as person on all signatories of recovery memo and there is no reason to doubt their integrity. Further the nature of some of the documents recovered from the residence of concerned workman is such which makes the access of those documents to those officers almost impossible.

The management has argued that thus, it would be seen that as oral evidence adduced by the opposite party Bank also finds support from Ex. M-1. Recovery memo duly signed by SSI, Sh. S.D. Gupta, it is entitled for treated weight than of partisan statement of Smt. Suman Mishra (WW-2). Hence, it is submitted that opposite party Bank has been able to prove its case of theft of Bank's documents against the concerned workman.

The management has charge sheeted the workman for theft of Bank documents accordingly he was charged under 19.5 (d) and (j) of Bipartite Settlement dated 19-10-66.

The copy of charge sheet has been filed by the workman himself. The contents are as under :

क्षेकाल/कार्मिक/93/वी.के.एम./206

दिनांक 22-4-1993

श्री वी.के. मिश्रा

लिपिक-सह-रोकड़िया,

(निलम्बित),

इन्दिरानगर शाखा, लखनऊ।

आरोप पत्र

आपको एतद्वारा निम्न प्रकार आरोपित किया जाता है :

यह कि वजीरगंज पुलिस स्टेशन, लखनऊ के एस.एच.ओ. श्री ए.के. सिंह ने पुलिस दल के साथ आपके निवास स्थान भवन सं. 60, सेक्टर सी, अलीगंज, लखनऊ में दिनांक 9-9-92 को छापे के दौरान बैंक के निम्नलिखित दस्तावेज (documents) बरामद किए।

1. निम्नलिखित तिथियों के के.जी.एम.सी. शाखा, लखनऊ के सिले एवं सील किए हुए वाउचरों के बंडल:

अ. 22-8-85

ब. 11-6-90

स. 12-7-91

द. 1-10-91

क. 18-5-92

ख. 19-5-92

2. के.जी.एम.सी. शाखा, लखनऊ के द्वारा (एफ ओ के.जी.एम.सी. एकाउन्ट) डा. सी.जी. अग्रवाल पी एफ टी 149 के नाम से जारी सावधि जमा रसीद सं. 975608/22/134, दिनांकित 15-2-89 अंकन रु. 5000/-

3. के.जी.एम.सी. शाखा, लखनऊ के द्वारा (एफ ओ के.जी.एम.सी. एकाउन्ट) डा. श्रीमती कमल अग्रवाल पी. एन. टी. 193 के नाम से जारी सावधि जमा रसीद सं. 975607/22/133, दिनांकित 15-2-89 अंकन रु. 8500/-

4. के.जी.एम.सी. शाखा, लखनऊ के द्वारा श्रीमती कामिनी गुप्ता पत्नी श्री ओम प्रकाश ईएनटी विभाग, के.जी.एम.सी. शाखा, लखनऊ के पक्ष में सावधि जमा रसीद सं. 438915/29/159, दिनांकित 1-1-92 अंकन रु. 2509.60

5. के.जी.एम.सी. शाखा, लखनऊ के द्वारा डा. मजहर हुसैन, आर.ओ. 51, जगत नारायण रोड, (के.जी.एम.सी. लखनऊ) के पक्ष

में जारी सावधि जमा रसीद सं. 439879/30/486, दिनांकित 1-8-92 अंकन रु. 64676/-

6. इन्दिरानगर शाखा, लखनऊ द्वारा श्रीमती शशि बाला बाजपेई एवम् श्री पी.डी. बाजपेई के नाम से जारी दोहरी जमा रसीद सं. 127941/16/41, दिनांकित 31-10-91 अंकन रु. 4000/-

7. इन्दिरानगर शाखा, लखनऊ द्वारा पी.सी. प्रसाद एवं विजय कुमार के पक्ष में जारी दोहरी जमा रसीद सं. 991042/17/45, दिनांकित 6-6-92 अंकन रु. 9000/-

8. इन्दिरानगर शाखा, लखनऊ द्वारा पी.सी. प्रसाद एवं विजय कुमार के पक्ष में जारी दोहरी जमा रसीद सं. 991043/17/46, दिनांकित 6-6-92 अंकन रु. 9300/-

9. पृष्ठ भाग में सुनीता सेठ के हस्ताक्षर युक्त इलाहाबाद बैंक के तीन कोरे पीले (नामे) वाउचर (वाउ-1)

10. पृष्ठ भाग में रमाकान्त के हस्ताक्षर एवं 25-7-91 तिथि अंकित इलाहाबाद बैंक का एक कोर पीला (नामे) वाउचर (वाउ-1)

11. इलाहाबाद बैंक की मोहर युक्त छः सादे लिफाफे।

12. इलाहाबाद बैंक का एक लैटर पैड।

13. दिनांक 30-10-91 की तिथि के के.जी.एम.सी. शाखा, लखनऊ के सिले एवं सील किए हुए वाउचर का बन्डल।

14. के.जी.एम.सी. शाखा, लखनऊ की एफडी/आरडी/पीएन की दिनांक 1-4-92 से 11-6-92 तक की अवधि की लॉग बुक।

15. के.जी.एम.सी. शाखा, लखनऊ की बचत खाता लेजर 1 से 5 की दिनांक 25-10-91 से 20-2-92 तक की अवधि की लॉग बुक।

16. ऐशबाग शाखा, लखनऊ के कोरे डिमांड ड्राफ्ट पत्र क्रमांक 170483 तथा कोरे परन्तु प्राधिकृत व्यक्तियों के हस्ताक्षर युक्त डिमांड ड्राफ्ट क्रमांक 170485 तथा 170486.

17. के.जी.एम.सी. शाखा, लखनऊ द्वारा फरहा आबदी (नाबालिग) के पक्ष में जारी सावधि रसीद सं. 358394/26/684, दिनांकित 12-3-91 अंकन रु. 20000/-

18. के.जी.एम.सी. शाखा, लखनऊ के बचत खाता सं. 4057 के धारक अजय निरंजन द्वारा इलाहाबाद बैंक खाता एपीएल एक्विटी इश्यू के पक्ष में जारी चेक सं. 480323, दिनांकित 29-4-92 अंकन रु. 7500/- तथा संलग्नक शेयर अप्लीकेशन क्रमांक 3851399।

19. के.जी.एम.सी. शाखा, लखनऊ के बचत खाता सं. 1292 में जारी चेक क्रमांक सं. 449086, अंकन रु. 15000/-, 449087 अंकन रु. 10000/- तथा 449088 अंकन रु. 10000/- सभी स्वयं के पक्ष में आहरित लेकिन तिथि एवं हस्ताक्षर रहित।

20. इलाहाबाद बैंक के 3 कोरे ड्राफ्ट एडवांस (सीटी-41)।

21. के.जी.एम.सी. शाखा, लखनऊ द्वारा डा. वी.के. कोहली को सम्बोधित चेक वापसी मेमो (सीटी-26) दिनांकित 16-12-89

तथा संलग्नक सिन्डीकेट बैंक, बम्बई पर आहरित डेविडेन्ट वारंट अंकन रु. 5. 20.

22. के.जी.एम.सी. शाखा, लखनऊ द्वारा डा. चित्रा कोहली को सम्बोधित चेक वापसी मेमो (सीटी-26) दिनांकित 16-12-89 तथा संलग्नक सिन्डीकेट बैंक पर आहरित चेक अंकन रु. 5. 20.

23. इलाहाबाद बैंक के वाउचर (वाउ-2) में बिल्स पेयेबुल एकाउन्ट बी/चेक के जमा से संबंधित वाउचर दिनांकित 25-3-91 अंकन रु. 10025/- जिसे निरस्त किया गया है।

24. आलमबाग शाखा, के चेक इश्यू रजिस्टर के पृष्ठ क्रमांक 100 से 103 जो दिनांक 1-2-84 से 8-5-84 की अवधि से संबंधित है।

25. के.जी.एम.सी. शाखा, लखनऊ द्वारा कोहलीज पैथालेजी में ऋण खाता सं. 349 में जमा की गई धनराशि रु. 4000/- के लिए जारी काउन्टर फाइल।

26. इलाहाबाद बैंक द्वारा आवधिक जमा खाते खोलने के लिए निर्धारित फार्म (टीडी-1) जिसमें बेबी मोनिका कार के विवरण दर्ज किए गए हैं।

27. डा. संजीव विश्वास द्वारा अपने लैटर हैड पैड में प्रबंधक, इलाहाबाद बैंक, केजीएमसी शाखा लखनऊ को लिखा गया पत्र दिनांकित 22-8-91.

28. इलाहाबाद बैंक, हजरतगंज शाखा लखनऊ में अनिल कुमार खाता सं. ए-3160 में दिनांकित 1-12-87 को जमा किए गए ड्राफ्ट सं. 170484/57 अंकन रु. 34000/- का काउन्टर फाइल।

29. इलाहाबाद बैंक की पेइंग स्लिप का काउन्टर फाइल जिसमें दिनांक 13-6-91 डा. पी.के. श्रीवास्तव के बचत खाता सं. 6788 में रु. 15000/- तथा दिनांक 13-6-91 को ही जी. प्रसाद/पी.सी. प्रसाद के प्रोनोट खाते में रु. 15000/- जमा करने करने के विवरण भरे गए।

30. इलाहाबाद बैंक की केजीएमसी शाखा लखनऊ का टोकन सं. 28.

उक्त दस्तावेज बैंक की आलमबाग, केजीएमसी और इन्दिरानगर शाखाओं से संबंधित हैं जहां आप लिपिक सह रोकड़िया के पद पर निम्नलिखित समयावधि में कार्यरत रहे—

- | | |
|---------------|-------------------------------|
| 1. आलमबाग | 30-12-1983 से 22-6-1984 |
| 2. केजीएमसी | 23-6-1984 से 15-5-1992 |
| 3. इन्दिरानगर | 1-6-1992 से अब तक (निलम्बित)। |

इन समयावधियों के दौरान ही आपने बैंक के यह महत्वपूर्ण दस्तावेज अनाधिकृत रूप में चुराये, जोकि घोर कदाचार है।

आपका उक्त कृत्य प्रथम द्विपक्षीय समझौता दिनांक 19-10-1966 की धारा 19.5 (डी) एवं (जे) के अन्तर्गत घोर कदाचार

है। अतः इस पत्र की प्राप्ति के सात दिनों के अन्दर आप अपना लिखित बचाव कथन स्पष्टतः प्रत्येक आरोप को स्वीकृत अथवा अस्वीकृत करते हुए अधोहस्ताक्षरी को प्रेषित करें। यदि उपरोक्त समय के अन्दर आपका कोई लिखित उत्तर प्राप्त नहीं होता है तो ऐसा माना जाएगा कि आपको इस संबंध में कुछ नहीं कहना है तथा तदनुसार आवश्यक कार्रवाई की जाएगी।

(इन्द्र मोहन मेहरा)

अनुशासनिक अधिकारी एवं क्षेत्रीय प्रबंधक

As set out in the former part of the charge sheet, the allegation is that SHO, Sh. A.K. Singh, PS Wazirganj, Lucknow along with the police force raided the house No. 60, Sector C, Aliganj, Lucknow on 9-9-92 and during the raid number of documents were recovered.

The allegations of above charge sheet has to be proved by the management by their witnesses. The said document has not been denied by the representative of Allahabad Bank. Following facts are material for consideration, which emerged from the charge sheet above.

1. The police force along with SHO, A.K. Singh of PS Wazirganj, Lucknow raided the house of V.K. Mishra, the workman on 9-9-92.
2. Various documents were recovered.
3. The charge sheet does not indicate that during the raid conducted by Sh. A.K. Singh, SHO any of the Bank official/officer were present on the spot.
4. Charge sheet also not discloses the time of recovery of documents.
5. It is also not indicate as to whether Sh. V.K. Mishra himself was present at the time of raid.

During the oral argument learned representative of the workman stated that the charges are vague. The charges should be clear so as to give the time of recovery and the names of the witnesses before whom the documents were recovered.

According to the Allahabad Bank, on 9-9-92 the search was conducted twice and two recovery memos were prepared. Both the recovery memos are material in proper analysis and valuation of the evidence of the record.

The copy of the first recovery memo has been filed by the workman i.e. paper No. 5/19 and 5/20. I have perused the recovery memo produced by the workman. The content of the said recovery memo are that 9-9-92 when the inspector in charge Sh. A.K. Singh was busy in search of the articles and arrest of the accused of the case No. 373/92 u/s 379 IPC, he got the information from the complainant Smt. Meenakshi

Kar and Dr. A.M. Kar and reached the H. No. C-60, Sector-C, Aliganj, Lucknow alongwith witnesses Dr. M.C. Pant and Dr. Mukul Verma and members of party. There they met Smt. Suman w/o V.K. Mishra and with a view to arrest the accused and recover the article police party searched the house aforesaid. On search many articles such as cameras, tape recorders, stereo speakers, car battery, emergency light etc. were taken into custody by police u/s 41/411. The recovered articles were sealed and the seal was prepared. Accordingly the police arrested Smt. Suman and recovery memo was prepared. The said recovery memo was read over to the witnesses and police accompanying A.K. Singh and was got signed. It is also mentioned at the end of recovery memo that raid stated at 7 AM on the said date. This recovery memo has no details of Bank documents.

Interestingly, the police went for search of car accused of case crime No. 373/92 registered u/s 379 of IPC.

The workman has filed the copy of final report submitted by police in respect of Section 41/411 IPC. The final report was submitted on 21-2-94. The police closed the investigation of articles recovered u/s 41/411 IPC and articles were returned. The workman has also filed the photo state copy of questionnaire and answer given by the court. The final report has been accepted by the Judicial Magistrate IIIrd. The copy of the acceptance of final report has been filed by the workman.

Above is all story about the articles recovered during the search conducted by Mr. A.K. Singh and the articles which were recovered u/s 41/411 IPC. According to the Bank the same day second search was conducted and recovery memo was prepared on the printed letter head of Allahabad Bank, which reads as under:

“MEMORANDUM

9th Sept., 1992.

An information was received by Shri Santosh Kumar Kapoor, Manager, Allahabad Bank, KGMC Branch to the effect that a search was carried out at the residential premises of Sh. V.K. Mishra, CCC, Alld. Bank by Shri A.K. Singh, SHO, Wazirganj and Shri Tej Pal Singh SI, PS Wazirganj in the presence of witnesses called by them today at about 8.00 AM and during the search the searching party found that some of the Bank records are also available at the residential premises of Shri V.K. Mishra at H. No. 60, Sector-C, Aliganj, Lucknow.

Accordingly the information was sent by Sh. A.K. Singh to Shri Santosh Kumar Kapoor, Manager Allahabad Bank, KGMC Branch, Lucknow and Shri Kapoor contacted Regional and Zonal Offices and from there S/Shri R.K. Rawat, Vigilance Officer, CZO

and Shri G.D. Bahorey, Mg. (Estt.) R.O. were deputed to visit the said residential premises. Accordingly S/Shri R.K. Rawat, G.D. Bahorey and S.K. Kapoor visited H.No. 60, Sector—C, Aliganj, Lucknow and found that the daily vouchers 6 days, some FDRs, DDPs, Blank yellow vouchers, letter head of bank and few Bank envelopes were lying there which were found during the course of search.

S/Shri R.K. Rawat and G.D. Bhorey requested Shri A.K. Singh that all bank's record be handed over to them and Bank will take further appropriate action in the matter. The request was acceded to and Shri A.K. Singh agreed to deliver the documents to Shri S.K. Kapoor, Manager, KGMC, Allahabad Bank, Lucknow.

Accordingly the following documents are taken charge of :

1. Bundles of daily vouchers for 22-8-85, 11-6-90, 12-7-91, 1-10-91, 18-5-92, 19-5-92 (6 days).
2. (a) FDR No. 975608/22/134 dated 15-2-89 for Rs. 5000/- fvg FO KGMC A/C Dr. C.G. Agarwal PFT-149 of KGMC.
- (b) FDR No. 975607/22/133 dt. 15-2-89 for Rs. 8500/- fvg. FO KGMC A/C Dr. Smt. Kamal Agarwal PFT-193 of KGMC.
- (c) FDR No. 438915/29/159 dated. 1-1-92 for Rs. 2509.60 fvg. Smt. Kamini Gupta w/o Shri Om Parkash Deptt. of ENT KGMC, Lucknow.
- (d) FDR No. 439879/30/486 dated. 1-8-92 for Rs. 64676/- fvg. Dr. Mazhar Hussain of KGMC, Lucknow.
- (e) DDP No. 127941/16/41 dt. 31-10-91 for Rs. 4000/- fvg. Smt. Shashi Bala Bajpai & Shri P.D. Bajpai of Indira Nagar Branch.
- (f) DDP No. 991042/17/45 dt. 6-6-92 for Rs. 9000/- fvg. P.C. Prasad and Vijay Kumar of Indira Nagar Branch.
- (g) DDP No. 991043/17/46 dt. 6-6-92 for Rs. 9300/- fvg P.C. Prasad and Vijay Kumar of Indira Nagar Branch.
3. (a) Three blank yellow voucher No. 1 blank signed by Sunita Seth.
- (b) One blank yellow voucher No. 1 blank signed by Dr. Rama Kant alongwith dt. 25-7-91.

4. 6 blank envelopes of Allahabad Bank.
5. One letter pad of Allahabad Bank.

At this stage the bank officials requested police officers that as some of the documents like drafts etc. are also missing from the Bank and accordingly again a thorough search of house of Shri Vijay Kumar Mishra was conducted by searching party and following documents were further recovered:—

6. Daily voucher bundle for 30-10-91.
7. Long Book of FD/RD/PN w.e.f. 1-4-92 to 11-6-92.
8. SB Long Book for ledger No. 1 to 5 (25-10-91 to 20-2-92)
9. Blank/signed (2) draft Nos. 170483, 170485, 170486 of Aishbagh Branch (170485 & 170486 are signed).
10. FDR No. 358394/26/684 dt. 12-3-91 fvg. Farha Abdi (Minor) for Rs. 20000/-.
11. Cheque No. 480323 dt. 29-4-92 for Rs. 7500/- in a/c No. 4057 alongwith share application in the name of Shri Ajai Nimjan.
12. Three cheques No. 449086, 087 & 088 for a/c No. 1292 undated unsigned for Rs. 15000, 10000 and 10000 only.
13. Bank draft advices (ct-41) 3.
14. (a) CT No. 28 of Dr. V.K. Kohli dt. 16-12-89 for Rs. 5.20/- alongwith cheque (divident warrant)
(b) CT. No. 28 of Dr. Chitra Khli dt. 16-12-89 for Rs. 5.20/- alongwith cheque.
15. A/C opening forms seven of Sndicate Bank signed by introducer naming R.K. Rastogi six blank and one in the name of Dinesh Kumar Saxena)
16. A/C opening form one of Bank of India signed by introducer but blank particulars.
17. Two pages of cheque issue register with SI. No. 100 to 03 w.e.f. 1-2-84 to 8-5-84.
18. V.2 dt. 25-3-91 for Rs. 10025/-.
19. Pay in slips with a counterfoil of A/C No. 349 for Rs. 4000/-.
20. A/C opening form in the name of Baby Monica Kar.

21. Blank letter head signed by Dr. V.D. Sharma & Parveen Sharma (3) Dr. V.D. Sharma & Laxami Sharma 3.
22. Application dt. 22-8-91 of Dr. Sanjiv Biswas to the Manager, KGMC, Lucknow.
23. One blank sheet containing different signatures (specimen type of) in different names.
24. Pay in slip dt. 1-12-87 for Rs. 34000/- in the name of Anil Kumar.
25. Cheque No. 5928869 for Rs. 600/- dt. 15-5-87 of Canara Bank.
26. A piece of Bank record of Vijaya Bank dt. 1-12-87 with address as 236 Bada Baraha, Tedi Pulia, Alambagh, Lucknow.
27. Pay in slip (without Stamp) two dt. 13-6-91 for Rs. 15000/- and G.C. Prasad/ P.C. Prasad for Rs. 15000/- dt. 15-6-91.
28. T. No. 28 of KGMC Lucknow Allahabad Bank.

Takenover.	Handed over.	witnesses
-su (S.K. Kapoor) Manager, KGMC Alld Bank, Lucknow In the presence of	-sd- (S.D. Gupta) SSIPS Wazirganj in the presence of	-sd- 1. A.K. Kapoor Spl. Asstt. KGMC Alld. Bank, Lko.
-sd- 1. R.K. Rawat-VO, CZO Alld. Bank. Lucknow	-sd- 1. Tej Pal singh SIIPS, Wazirganj	
-sd- 2. G.D. Bahorey, Mgr. (Admn) RO. Alld. Bank, Lucknow.		

It is interesting to note that there is no recital of any kind of the first recovery memo that in other search was conducted or any information was sent to Allahabad Bank informing them that certain documents were recovered during the search conducted by Sh. A. K. Singh. According to the memorandum while the search was going on 9-9-92 at 8 AM at the residence of V. K. Mishra by police party lead by A. K. Singh, searching party found some Bank records, accordingly, SHO, A. K. Singh sent information to S. K. Kapoor, Manager Allahabad Bank, KGMC and Sh. Kapoor contacted Regional Office. Sh. R. K. Rawat, Sh. G.D. Bahorey visited the residential premises of Sh. V. K. Mishra and they found various Bank documents lying there which were found during the search. Finding this Sh. R. K.

Rawat and G.D. Bahorey requested Sh. A. K. Singh that all Bank records be handed over to them and Bank will take appropriate action in the matter. The request was acceded to and Sh. A. K. Singh agreed to deliver the documents to Sh. S. K. Kapoor, Manager, Allahabad Bank, KGMC, Lucknow. Accordingly certain documents were taken charge of. In the column of handed over there is signature S.D. Gupta, SSI, Sh. Tej Pal Singh, SI. A. K. Kapoor, Spl. Asstt. As witness, S. K. Kapoor, Manager KGMC signed and R.K. Rawat and G.D. Bahorey has also signed under the name of S.K. Kapoor. In the above memorandum is prepared on the Allahabad Bank's letter head time is not mentioned as to at what time it was received. It is also not mentioned in the memorandum that at all there was a second search. It is also not mentioned in this memo that information was sent to S. K. Kapoor through a constable and Dr. A.M. Kar. There is no mention that any of the documents 1 to 5 mentioned on page 35 were found during the search in presence of S. K. Kapoor, R.K. Rawat, G.D. Bahorey etc. But this much is written that they were laying there. It is also not mentioned in this memo that S.K. Kapoor visited the house of V.K. Mishra twice. If the contentions of the management are taken to be true then there was no such recovery in the presence of management witnesses Sh. S. K. Kapoor. It is also noteworthy that if the documents were recovered in the search by A. K. Singh and information was sent to Sh. S. K. Kapoor by some one, then this fact must have found place in the recovery memo cited earlier.

The charge of the prosecution is that V.K. Mishra has committed theft of the documents of the Bank and these documents were therefore, recovered from his house. This fact came to the knowledge of the Bank on 9-9-92 and on 10th September, 1992 a letter was written to the SHO, PS Chowk, Lucknow. The photo stat copy which has been filed by the management that is Ext. D-1. In this letter dated 10-9-92 it is mentioned that the search was carried out in connection theft of a car of Dr. A.M. Kar. Here in this letter it is mentioned that Sh. S.K. Kapoor along with his associates, Sh. Ajay Kapoor, the Special Asstt. went to the residence of Sh. V.K. Mishra and there he was shown certain Bank documents which were recovered during search and while the search was still continuing, the officers of Regional Office, Sh. G.D. Bahore, Vigilance Officer, Sh. R.K. Rawat also reached there. There is no mention that Sh. S. K. Kapoor went to Regional Office first and there after he came again to the residence of Sh. V.K. Mishra. However, in this respect the name of Dr. A.M. Kar and an unknown constable has been introduced who have given information to Sh. S. K. Kapoor. Thus, there is an improvement in the letter dated 10-9-92, addressed to the SHO, Chowk, Lucknow. There is no explanation why there report was not lodged on the same day at the police station, Chowk. From the postal receipt it appears that the said

letter was sent to SHO, Chowk Lucknow, by registered post on 22-9-92. The photo stat copy of the postal receipt is paper No. 11/14, makes it clear. The details of the documents recovered as stated in the Ext. D-1 (letter addressed to SHO, Chowk, Lucknow dt. 10-9-92) are as under :

1. Daily voucher bundle dt. 22-8-85, 11-6-90, 12-7-91, 1-10-91, 30-10-91, 18-5-92, 19-5-92.
2. Long Book of FDR, RD, Pronote from dt. 1-4-92 to 11-6-92.
3. Saving Account Long Book No. 1 to 5 dt. 25-10-91 to 20-2-92.
4. Token No. 28, KGMC Branch, Lucknow.
5. Blank letter pad of the Bank.

It is further written in the said letter that besides the above document, other documents were also recovered. The details of which are given in the enclosed memorandum dt. 9-9-92. It is not explained as to why Sh. Kapoor has mentioned only 5 items in the letter and why he has not mentioned the documents detailed in the memorandum. Is it not that the management was not ready with all documents till 22-9-92? That is why the details could not be given in the letter addressed to the SHO, Chowk, Lucknow.

The opposite party has relied on 1972 LAB. IC. 627 (V. 5 C 118) Supreme Court, Union of India, appellant v. Sardar Bahadur, Respondent. Wherein the Hon'ble Supreme Court has held that a disciplinary proceeding is not a criminal trial. The standard proof required is that of preponderance of probability and not proof beyond reasonable doubt. Where there are some relevant materials which the authority has accepted and which materials may reasonably support the conclusion that the officer is guilty, it is not the function of the High Court exercising its jurisdiction under Art. 226 to review the materials and to arrive at an independent finding on the materials. If the enquiry has been properly held the question of adequacy or reliability of the evidence cannot be canvassed before the High Court.

In the present case this court is not apprising the evidence recorded before the Enquiry Officer. The enquiry conducted by the Enquiry Officer has already been held bad in law by the predecessor in office as has been stated at page 7 of the current award. In the present case the evidence has been recorded before this court and this court has to analyse and find out whether the witnesses produced by the management of the Bank are truthful witnesses as against the workman's witness. Therefore, the above case law is of no help to the management of the Bank. I agree that the standard proof required is that of preponderance of probability and not proof beyond

reasonable doubt. It is to be born in mind that Sh. S. K. Kapoor, MW-1 examined by the management is not an independent witness, he was posted as Manager, Allahabad Bank, KGMC branch, Lucknow on 10-9-92 and it is said that he sent a written report to SHO, Chowk, Lucknow dt. 10-9-92 by registered post to SHO, Kotwali Chowk, Lucknow and SSP, SSP Office, Lucknow on 22-9-92 as is evident from paper No. 11/14, ME-5 & ME-5 (I). It is not the argument on behalf of the Bank that the letter of Mr. S. K. Kapoor dated 10-9-92 and postal receipts thereof are forged. Mr. S. K. Kapoor was confronted with this report, which is Ext. D-1 on 23-10-01 while he was in cross-examination. No explanation has come forward that if the report was ready on 10-9-92 why the said report was not sent to SHO, Chowk, Lucknow on the same day i.e. 10-9-92 and why it took 12 days time to despatch to police station. In the circumstances following are the facts :

1. Report dated 10-9-92 if at all it was prepared on 10-9-92 was belated by 24 hours.
2. If it was prepared on 10-9-92 why it was not sent to SHO, Chowk, Lucknow on 10-9-92 and why it was not sent to SSP, Lucknow on 10-9-92 and why the same was despatched on 22-9-92.

This seems inordinate delay and no satisfactory explanation has come forward for such a long delay.

In the above context the recovery memo of 9-9-92, Ext. W-1 i.e. paper No. 7/2 to 7/5 is of vital importance, which was prepared on the same day. The contents of this document are material which are reproduced below :

फर्द बरामदगी माल पुस्तक भुसरुफा

अन्तर्गत धारा 41/411 IPC अभियुक्त

आज दिनांक 9-9-92 को बसीलसिले पता रसी. माल व बरामदी मारुति कार संबंधित मु.अ. सं. 373/92 धारा 379 IPC में मैं अशोक कुमार सिंह, प्रभारी निरीक्षक मय वरिष्ठ उपनिरीक्षक, श्री एस.डी. गुप्ता व एस.आई. जी सिंह व एस.आई. श्री तेज सिंह, CP-913 अभय सिंह CP-1461 रिजवान, अशरफ CP-2521, लालजी गुप्ता मय C-2237 ओम प्रकाश ——— मय ——— हृदय नारायण सिंह व ड्राइवर प्रेम प्रकाश जीप सरकारी के मागूरू था कि वादिनी मुकदमा श्रीमति मीनाक्षी कार व डा. आलोक मोहन कार R/o C-8/3 रीवर बैंक कालोनी थाना वजीरगंज लखनऊ की सूचना पर मय गवाहान सर्वश्री एम. सी. पन्त रेडियोलॉजी मेडिकल कॉलेज, LKO, R/o 116, कैसरबाग आफिसर्स कालोनी थाना कैसरबाग LKO, व डा. मुकुल वर्मा न्यूरोलॉजी डिपार्ट मेडिकल कॉलेज के म.नं. C-60 सी सेक्टर अलीगंज लखनऊ आये जहां पर श्रीमति सुमन W/o श्री विजय कुमार मिली कि बाउम्पीद गिरफ्तारी अभियुक्त का बरामदगी माल उस्तरफा भुसरुफा खाना तलाशी ली गयी तो श्रीमति सुमन के बेड रूम वाले कमरे से निम्नलिखित सामान उस्तरा भुसरुफा बरामद हुआ जिसे हस्ब धारा 41/411 IPC के कब्जे

पुलिस में लिया गया, फर्द मौके पर मुरतब कर के बाद सुनाने मजनून फर्द, गवाही करायी जा रही है। महिला होम गार्ड शमा परवेज सूचना के आधार पर आ गयी है।

विवरण सामान

1. एक अदद इमरजेंसी लाइट, नेशनल पैनासोनिक नं. MW-786 A पावर 220 V/50 HZ जिसका नीचे व उपर का सिरा लाल व बीच का काला रंग है। सामने रॉड लगे हैं;

व 2 से 65.

बरामदा 3 अदद 2 IN One व VCR व 3 अदद कार स्टीरियो को एक बंडल में व अन्य बरामदा सामान को एक बंडल के इस प्रकार 3 बंडलों में अलग-अलग रखकर सिल कर अलग-अलग गते के डिब्बों में रखकर सर मुहर किया गया, नमूना मुहर तैयार किया गया। श्रीमति सुमन से उपरोक्त सामान के बारे में पूछा गया कोई उचित प्रमाण नहीं दे सकी जिनका यह कार्य हस्पदफा 41/411 IPC की सीमा के अन्तर्गत दण्डनीय अपराध है अतः श्रीमति सुमन को कारण गिरफ्तारी बता कर मय बरामदा सामान के हिरासत पुलिस के लिया, फर्द हमराहीमान को पढ़ कर सुनाकर गवाही करायी जाती है उपरोक्त बरामदगी प्रातः 7 बजे प्रारम्भ हुयी।

Sd/-

Sd/-

Sd/-

सुमन मिश्रा

डॉ. ए.सी.पंत

डॉ. एम. वर्मा

Sd/-

Sd/-

Sd/-

Sd/-

डॉ. ए.एम. कार

SSI एस. डी.

ए.के. सिंह

टी.जे. सिंह

Nothing is mentioned in the aforesaid recovery memo whether Dr. Kar or any constable was sent to the Manager, S.K. Kapoor, KGMC branch of the Bank, However, in this recovery memo this is mentioned that lady Home Guard, Shama Parvez arrived on information. This is first hand recovery memo.

The SHO, A.K. Singh has been examined by the management of the Bank, who has clearly stated therein that during the search conducted before him no document of the Bank was recovered. He has also stated specifically that during the course of search he has not sent any information to Allahabad Bank about the recovery of the Bank documents. On above statement the witness was declared hostile by the management of Bank and he was cross-examined thereafter. During the cross-examination he denied that any bank documents were recovered during search or he sent any information to the officers of the Bank. He has also denied that during search of residence Sh. S.K. Kapoor, Branch Manager, KGMC, Lucknow appeared and he demanded the documents pertaining to the Bank. He has also denied that he directed SI. S.D. Gupta for search of the house. Sh. S.K. Kapoor was provided the photostate copy of the recovery memo i.e. Ex.

W-1 and in cross-examination on behalf of the workman he has stated that search ended at 13.15 Hours.

Question is why will A.K. Singh tell a lie? The learned representative of the management of the Bank has suggested that since there is no recital of second search in recovery memo, Ext. W-1 and therefore, Sh. A.K. Singh has not corroborated Bank's story. The evidence of Sh. A.K. Singh who was SHO at the time of search cannot be thrown out. He is a material witness of the case. As according to Mr. S.K. Kapoor, MW-1 "on request, Sh. A.K. Singh, SHO agreed to deliver the Bank documents to him to take further appropriate action in the matter." According to the memorandum prepared on the letter-head of Allahabad Bank, Ext. M-1 "the request was acceded to and Shri A.K. Singh agreed to deliver the documents to Shri S.K. Kapoor, Manager, KGMC, Allahabad Bank, Lucknow." In the circumstances A.K. Singh is basis of entire Bank's story who denies any such recovery of Bank documents. In the circumstance the basis of the entire story that is the evidence of Sh. A.K. Singh does not support the management of the Allahabad Bank. It is noteworthy that if A.K. Singh, SHO was hostile to the management then what prevented Bank management to examine Dr. M.C. Pant, Dr. M. Verma, Dr. A.M. Kar. It is also noteworthy that Dr. A.M. Kar's instance the search was carried out and it was A.M. Kar who along with constable went to give the information of search to the Branch Manager of KGMC Branch. It cannot be said that A.M. Kar has also connived with the workman. If A.K. Singh is not telling truth then those present at the time of search as mentioned above are reputed doctors of KGMC should have been summoned to corroborate the story of the management of the Bank. The non-examination of these doctors gives inference that had they been examined they would not have corroborated the management's case.

In the light of above observations Sh. S.K. Kapoor's evidence has to be analysed whether he speaks truth or otherwise. As stated earlier there is no mention in Ext. D-1 that Sh. S.K. Kapoor went to Regional Office first and then came to residence of V.K. Mishra. The document, Ext. D-1, the photo state copy of report addressed to police station, Chowk, Lucknow has no recital that Sh. S.K. Kapoor went twice to the house of V.K. Mishra. It is also not mentioned in the said report that Sh. S.K. Kapoor along with G.D. Bahorey and R.K. Rawat went to the house of V.K. Mishra, but when S.K. Kapoor was cross-examined in the court, he has stated that on receiving the information from Dr. A.M. Kar and constable he reached the house of V.K. Mishra at 11.20 and thereafter he went to Regional Office at 11.35 Hours and come back to the house of V.K. Mishra at 13.30 hours along with G.D. Bahorey and R.K. Rawat. This goes to prove that Sh. S.K. Kapoor is not speaking true and there is material contradiction in his written report, Ext.

D-1 and his oral testimony in the court.

It is also noteworthy that Sh. A.K. Singh, MW-4 has stated that entire search and the preparation of recovery memo ended at 13.15 Hours. It means that during the search conducted by police in leadership of A.K. Singh concluded up to 13.15 Hours and Sh. G.D. Bahorey and R.K. Rawat did not reach there till 13.15 Hours. Sh. R.K. Rawat, MW-3 has stated in cross-examination that Sh. A.K. Singh was requested for the second search but Sh. A.K. Singh, MW-4 has not corroborated this fact and therefore the evidence of Sh. R.K. Rawat is also does not appear to be true. Sh. S.D. Gupta, MW-5 has also not corroborated the facts of prosecution that the bank documents were recovered from the house of Sh. V.K. Mishra. He has stated in Examination in chief.

"यह कहना सही नहीं होगा कि तलाशी के दौरान बैंक से सम्बन्धित कोई अभिलेख निकले थे। डा० कार के चोरी होने के संबंध में श्रमिक के घर की तलाशी ली गई थी। मेरे सामने बैंक का कोई अधिकारी उपस्थित नहीं था।"

It is interesting to note that the Bank has alleged that the Bank documents were recovered from the house of Sh. V.K. Mishra during the search by the police, but the police has not prepared the recovery memo instead the memorandum Ext. M-1 was prepared by R.K. Rawat on the letter head of the Allahabad Bank. Mr. S.K. Kapoor has stated that this Ext. M-1 has been written by Sh. R.K. Rawat. Memorandum is a document which shows the delivery of documents by SSI, Police Station, Wazirganj, S.D. Gupta and Tej Pal Singh to Sh. S.K. Kapoor, R.K. Rawat and G.D. Bahorey witnessed by A.K. Kapoor, Special Assistant, KGMC branch, Allahabad Bank, Lucknow. This document is not seizure memo or recovery memo. It has the description that the R.K. Rawat and G.D. Bahorey requested Sh. A.K. Singh that all Bank records be handed over to them and Bank will take further appropriate action in the matter. The request was acceded to and Shri A.K. Singh agreed to deliver the documents to Shri S.K. Kapoor, Manager, KGMC, Allahabad Bank, Lucknow.

The question is as to who has recovered these documents and where is recovery memo for these items. Unless a document is recovered by the police and the police has taken possession thereof how it could be delivered? It is only that person who has taken possession can deliver. If police has not taken possession then it cannot deliver as well to any body. In the present case there is no document to prove that the police has taken Bank documents in possession during the search and seized those documents and taken possession of the subsequently delivered to S.K. Kapoor or any Bank officer. The only recovery memo which has come in evidence does not prove that these Bank documents were recovered. This document is "Fard Baramadgi Maal Mustak". Shri R.K. Rawat has been Sub-Inspector in CBI during 1947-82 as is evident from his cross-examination. He is

expected to know the search and recovery procedures and while working as SI in CBI he has acted as investigation officer also. If the documents were recovered in his presence he should have asked the police officer for preparation recovery and of seizure memo. He has admitted in his cross-examination at page 7.

"सच में जो वस्तुएं बरामद होती हैं उनका उल्लेख फर्दबरांमदी में की जाती है किन्तु ऐसी वस्तु की बरामदी हो जिसके विषय में जानकारी न हो या उसकी वस्तुस्थिति स्पष्ट न हो तो उसे ऐसे व्यक्ति को दिया जा सकता है और उसकी प्रविष्टि फर्दबरांमदी में करना आवश्यक नहीं है। ऐसी वस्तुओं से फर्द संपूर्ण द्वारा सम्बन्धित व्यक्ति को दिया जाता है।"

It is noteworthy here that many household articles were recovered from the house of V.K. Mishra and same were seized and taken in possession by the police under section 41/411 IPC although those items were not connected with the car theft. Similarly if the Bank's documents were recovered they ought to have been taken into possession before handing over-taking over memorandum of the bank documents are not sufficient to prove that these items were seized by the police and subsequently delivered to the bank officials.

It had been argued on behalf of the Bank management that SSI, S.D. Gupta and Tej Pal Singh, SI, PS-Wazirganj has handed over these bank documents to bank officials and therefore it should be believed that bank documents were recovered by police. SSI, Tej Pal Singh has not been examined by the Bank. However, S.D. Gupta the then SSI has been examined as MW-5. He has stated in examination-in-chief that probably he was called at police station, Aliganj where senior police officers were sitting and there he was directed to sign the document, Ext. M-I in the evening and he has further stated that he has signed it without reading it and he has signed it as his senior officers were sitting there and he has signed it at their direction. He has denied the knowledge as who has written the said memorandum. He has stated in cross-examination "अधिकारियों के आदेश पर विश्वास करके हस्ताक्षर बना दिया करता था।" the above answer came under the following question :—

"क्या आपने पुलिस के सेवा काल के दौरान अपने मुख्य अधिकारियों के कहने पर बिना कागज को पढ़े समझे पहली बार हस्ताक्षर बनाया था या आदतन दस्तखत बना देते थे।"

After going through all the argument forwarded on behalf of the workman and the management I am of the considered view that the management witnesses MW-1 to MW-3 are not truthful witnesses.

It is noteworthy that workman was not present at the time his house was searched instead his wife Suman Mishra was present. Suman Mishra has been examined on behalf of the workman. Suman Mishra has admitted that on 9-9-92 her house was searched by 6-7 police officials and her

household goods were recovered and seized and during the period search her husband and in laws were to Sahajahanpur in connection of 'Tehranvi' of her Babhi. After going through the documents Ext. M-1 she has denied the recovery of any document as shown in Ext. M-1 were never recovered from her house.

V.K. Mishra has also corroborated this fact that he was not at his house on 9-9-92. He has also denied that Bank documents were recovered from his house. He has further stated that R.K. Rawat was prejudiced to him, reason he has stated that Sh. R.K. Rawat came to Allahabad Bank, KGMC branch and asked him that his son be got examined at ophthalmology, V.K. Mishra indicated his inability to do so therefore he became angry. It is also admitted fact that father of V.K. Mishra purchased a car and in connection of that car a theft report was got lodged and the house of V.K. Mishra was got searched with view to recover the car and arrest the accused. It cannot be said that car could be hidden at the bed room of V.K. Mishra. It has been argued on behalf of workman that it was Dr. A.M. Kar who was instrumental in his house search and instrumental in the present case. Had he come in the witness box the interest of the management of the Bank would have been adversely affected and therefore the Bank management has withheld the evidence of Dr. A.M. Kar.

It has also been argued on behalf of the workman that story has been cooked that Dr. A.M. Kar alongwith constable went to inform at KGMC branch of the Bank at 10.30 Hours while the search was conducted whereas according to recovery memo prepared by the police and evidence on record that in the presence of Dr. A.M. Kar search was conducted and household goods were recovered. In the circumstances it cannot be said that Dr. A.M. Kar left and went to inform at KGMC branch of the Bank during continuation of the search. It has been argued that subsequent to the recovery of household goods by police from residence of V.K. Mishra, Dr. A.M. Kar with the help of Ex-CBI Sub-Inspector, R.K. Rawat got the story cooked and prepared the memorandum of handing over in the office of the Bank and got it signed under pressure by the police Sub-Inspector. The Bank management has used the documents which were lying in the Bank and by using the said documents they have also used the FDR of the workman itself which was lying in the drawer of his office. On 31-10-2003 the workman stated that his FDR which he obtained during his service at Indira Nagar branch of the Bank and the same was also used against him as the said FDR was lying in his office-drawer. There is no evidence that the workman committed theft of the Bank documents from the Bank premises. It is also not alleged that the

workman, V.K. Mishra has committed any fraud or has caused loss to the bank management. Chargesheet dated 22-4-93 is that Sh. A.K. Singh, SHO, Police Station-Wazirganj, Lucknow alongwith a police force raided the house of the worker, 60, sector-C, Aliganj, Lucknow on 9-9-92 and bank documents were recovered and it is also mentioned the charge sheet that the worker while posted at Alambagh, KGMC and Indira Nagar branches of the bank, stolen those documents which is a gross misconduct. There is absolutely no allegation of fraud being committed by the worker. The only charge is that he has stolen the documents from the bank. There is no direct evidence to prove that the worker committed theft. The time of recovery of documents is also not mentioned in chargesheet, which is a must. The allegation is that the documents were recovered by police party, headed by SHO, A.K. Singh who himself has not proved the allegation. If by imagination it could be said that the bank officers informed A.K. Singh that the documents recovered were stolen, the police inspector must have prepared recovery and seizure memo as he has done while seizing the household articles of the worker under section 41 CrPC/411 IPC. Nothing prevented the SHO in seizing the documents if recovered on house search and if the senior officers of the bank informed him. Even if there was no FIR of theft by bank management for theft of bank document even then under section 41 (1)(d) CrPC/411 IPC the responsible police officers must have acted promptly and must have prepared seizure memo. Therefore, it cannot be said that bank officers at all met SHO, A.K. Singh.

It had been vehemently argued that why bank officers be not believed as they are very senior officers of the bank. The legislature has not provided extraordinary privilege to the bank officers that their statement should be accepted outright. All witnesses whether junior or senior are on the same footing and they are subjected to cross-examination. The cross-examination, the circumstances, the documentary evidence are such which discredits the deposition of the bank officers. Out of the 5 witnesses two of the witnesses who are not connected with the parties do not support the management there is no reason that why Mr. A.K. Singh should not be believed on his evidence on oath. About 12 years have passed but not a single instance has come of forgery in respect of the documents in question. The bank management has tried to argue that Ext. serial No. 9 and 24 related to fraud of Aishbagh branch of the bank and similarly document at serial No. 7 are connected to fraud committed at Alambagh branch of the bank. There is absolutely no charge of the fraud against the worker nor it has been explained in what manner the fraud is committed.

No evidence has come forward that bearing this misconduct, the workman has committed any misconduct in his service period. The workman has never been cautioned for safety and security of bank records.

This court has to decide on the basis of evidence before it and I come to the conclusion that the charges levelled against the worker are not proved. The action of the Allahabad Bank in dismissing the services of Sh. V.K. Mishra Clerk-cum-Cashier, Indira Nagar branch is not legal or justified the issue referred is answered against the management of the Bank.

Now the question is what relief the workman is entitled to? The charge on which the workman was dismissed is not proved in this court and therefore the worker deserves to be reinstated in the service. The trade union has prayed that the full back wages and consequential benefits be awarded to the worker. It has been argued that the worker has been unemployed for the last 10 years. The bank management has not argued that the worker was gainfully employed elsewhere. The only argument which has been forwarded is that it is immaterial if actual loss by the misconduct was cause or not. Hence, it will be idle to say that as no loss was caused by the theft of Bank's documents, no misconduct was committed. It also not minimise the graveness of misconduct. Thus, as the concerned workman had committed dubious misconduct and has betrayed the confidence reposed in him by the bank, he will be deemed to be not fit to remain as bank employee as has been observed by Hon'ble Allahabad High Court. Accordingly, nothing short of dismissal would meet the ends of justice and will be commensurate to his misconduct. The learned representative of the opposite party has relied upon 2000 (85) FLR 264, Allahabad High Court, Ram Pratap Sonkar and Chairman and Managing Director, Allahabad Bank and another. I have gone through the above case law. That was for the financial irregularities and he was dismissed on that account. It was in that context the Hon'ble High Court observed that "It must be understood that a bank operates on public confidence and hence greater strictness is required from Bank employee as compared to the employees of other organisations, otherwise the public will lose confidence in the bank." In the present case it is neither a case of financial irregularity nor the charge has been proved and therefore there is no question of any punishment. In the circumstances when the termination is held as illegal and unjustified the ordinarily worker has to be reinstated with full back wages and consequential benefits. In the circumstance I come to the conclusion that worker be reinstated with full back wages and all consequential benefits. Award passed accordingly.

Lucknow:

12-8-2004

SHRIKANT SHUKLA, Presiding Officer

नई दिल्ली, 18 अगस्त, 2004

का.आ. 2296.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिविल बंगाल इंजीनियर्स ग्रुप एण्ड सेन्टर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण लखनऊ के पंचाट (संदर्भ संख्या 146/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-08-2004 को प्राप्त हुआ था।

[सं० एल-14012/18/2001-आई आर (डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 18th August, 2004

S.O. 2296.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 146/2001) of the Central Government Industrial Tribunal/Labour Court, Lucknow now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Civil Bengal Engineers Group & Centre and their workman, which was received by the Central Government on 18-08-2004.

[No. L-14012/18/2001-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT:

SHRIKANT SHUKLA,
Presiding Officer

I.D. NO. 146/2001

Reference No. L-14012/18/2001-IR(DU) dt. 31-8-2001

BETWEEN

Sh. Pramod Kumar S/o Sh. Inderpal
Vill. Mohalana Post Ikbal Pur
Roorkee, Hardwar (U.P.)

AND

The Administrative Officer (Supdt.)
Civil Bengal Engineers Group & Centre,
Roorkee, Hardwar (U.P.) 249401

AWARD

Government of India., Ministry of Labour vide their order No. L-14012/18/2001-IR(DU) dated 31-8-2001 referred the following dispute for adjudication to Presiding Officer, CGIT-cum-Labour Court, Lucknow;

“Whether the action of the management of Civil Bengal Engineers Group & Centre, Roorkee in termination of the workman Sh. Pramod Kumar S/o Sh. Inder Pal w.e.f. 2-2-2000 without payment of retrenchment compensation is just and legal? If not to what relief the workman is entitled to?”

Promod Kumar has filed the statement of claim alleging there in that the Chief Inspector Workshop Bengal Engineers Group & Centre, Roorkee is a unit under Ministry of Defence, Govt. of India and is controlled and managed by Bengal Engineers Group & Center, Roorkee through its administrative officer. With a view to manage civilian workers (Industrial Workers) regimental institute has been established and these workers are different from armed soldiers. In this institute employer employed workers for manufacturing of wooden furniture, iron furniture, wooden doors, window, chowkhat, chairs, tables, switch chairs, rest chairs etc. The motive is to sell it to the public and earn profit and as such the activities of the institute are covered under the terms of industry. It is further alleged that worker Promod Kumar was appointed as Carpenter on 4-1-98 on probation thereafter he was confirmed on 24-8-98 by appointing him through appointment letter. He was given pay scale of Rs. 1350-50-1450, however, DA, HRA, Medical allowance, T.A. etc. were not paid to him. Whereas other workers were paid. He worked till 1-2-2000 but on 2-2-2000 when the worker appeared for work, employer refused to take work from him. The worker has further alleged that he has worked for 240 days before he was retrenched on 2-2-2000. He has not been paid retrenchment compensation or any notice. It is also stated in the statement of claim that the work is available in the Institute and the employer have appointed one Sunil Kumar which is illegal. The worker has accordingly prayed that he may be reinstated with all back wages and consequential benefits.

Admn. Officer for commandant has filed the written statement alleging that in the reference order dt. 31-8-2001 the opposite party has been party named as “Civil Bengal Engineers Group & Centre” the said name is not correct and for this reason the order of reference is bad in law. The correct name of opposite party is “Bengal Engineers Group & Centre”. Since the opposite party has been wrongly named in the reference order as well as in the summons of the Tribunal, hence the above case is not legally maintainable or sustainable against the opposite party and it liable for ex facie rejection and dismissal. It is further stated that Bengal Engineers Group and Centre is a training centre for Engineering personnel in Indian Army. Meaning thereby that the said group and centre is an integral part of the Indian Army. Thus, the opposite party is definitely not and cannot be termed to be an industry as defined under section 2(j) of the I.D. Act 1947. The opposite party being a centre of defence/Indian army is discharging only sovereign functions for and on behalf of the Ministry of Defence, Govt. of India. However, opposite party on a

minuscule basis as a party of its welfare activities is also running a venture known as Sarvatra Regimental Venture. This regimental venture is only catering for the in-service/ex-service personnel purely as a welfare measure. It undertakes various activities inter alia including making of wooden/wrought iron furniture items which are for the use of only in-service/ex-service personnel. Sarvatra Regimental Venture is not an independent, separate or alienable or severable venture of the opposite party but is a limb of the centre. The activities of such venture are not distinguishable from the activities of the opposite party centre. Meaning thereby the main dominant activities of the centre are to be taken into cognizance for the purpose of finding out whether it is an industry or not. And since the main and predominant activities of the group and centre are sovereign in nature and function, hence it is not an industry as it is not the main activity of the opposite party to carry on any business, trade, undertaking or any manufacture, as such the provision of I.D. Act, 1947 are not applicable and therefore reference order under section 10 of the said Act, is bad in law and not maintainable against the opposite party. Regarding employment of the worker it has been alleged that his appointment in Sarvatra Regimental Venture as a regimental employee purely on temporary basis vide letter of appointment dated 24-8-98. The terms and conditions of the employment would be governed by terms and conditions of service for regimental employees detailed vide terms No. 30328 dated 31-10-95 as amended from time to time. The said terms stood amended vide terms bearing No. 30328/47 dated 17-10-1998. Vide clause No. 4 of the said letter of appointment it was made clear that the appointment as a regimental employee did not confer on the applicant any privilege or benefits of regular employee. The employment was purely temporary. As per clause 4 of the terms and conditions of service pertaining to regimental employees, service of such employees can be terminated by either party by giving one month's notice or on payment of one month's pay in lieu thereof. The worker's services were terminated vide termination of appointment letter dated 21-12-99 and the termination was made effective from 1-2-2000. Meaning thereby that as per terms and conditions of service the applicant was given one month's notice. The worker Promod Kumar was neither a defence personnel nor a defence civilian appointed by Govt. of India. Even for appointment as a defence civilian, the same appointments are done directly by the Ministry of Defence, Govt. of India after following the proper recruitment procedures, prescribed by the Govt. of India. As per the said procedure, appointment are vacancy based where upon tests are held, interviews are conducted and only candidates fulfilling the eligibility criteria pertaining to age, educational qualification, are selected. But the worker did not fall or come within such category, so far as the workers engagement prior to 24-8-98 is concerned it has been alleged that he might have been on intermittent basis and his

engagement would have been only as casual daily labour necessitated due to exigencies and requirements of the venture. But when once the worker was appointed w.e.f. 24-8-98, his past casual/intermittent services, if any became meaningless and the same cannot be clubbed with subsequent appointment. It is further stated that the worker did not put continuous service of one year i.e. 240 days working during the preceding 12 months under the opposite party. The opposite party has also denied the allegations that Sunil Kumar has been appointed in his place. It has therefore been requested that court should hold that the worker is not entitled to any relief of reinstatement in service or back wages or any other relief against the opposite party. It has also been requested that court should hold that the opposite party is not a industry.

Worker has filed the rejoinder and reiterated the facts of his statement of claim.

The worker had filed following documents;

1. Photo Copy of letter dt. 24-8-98 A-13
2. Photo Copy of legal notice dt. 7-6-2000 Paper No. A-14, 15
3. Photo copy of postal receipts of notice paper No. A-16. Opposite parties has filed the following documents.

1. Photo copy of order dt. 2-8-01 of Labour Court Dehradun in Misc. Case No. 58/2001 Karfulu Rehman Vs Bengal Engineer Group and Centre.
2. Photo copy of order dt. 2-8-01 of Labour Court Dehradun Misc. Case No. 59/2001 Mateen Ahmad Vs Bengal Engineer Group and Centre.
3. Photo copy of functions of Bengal Engineer Group and Centre, Roorkee
4. Photo copy of brief history of Bengal Group and Centre
5. Photo copy of letter of terminated dt. 21-12-99
6. Photo copy of terms and conditions of service regimental employees dt. 31-10-95
7. Photo copy of terms and conditions of service regimental employees dt. 17-10-98
8. Photo copy of letter of appointment dt. 24-8-98

The opposite party has also filed photo copy of the abstract of attendance register from March 1997 to Feb. 2001 and Oct. Nov. 2000.

The worker did not appear for his evidence and cross

examination therefore on 8-4-04 the court ordered the case to proceed ex-party against the worker. On 10-6-04 the court ordered the opposite party to file ex-party evidence by affidavit and on 11-6-04 was fixed for argument. Worker still absented and therefore heard the opposite party only.

It is noteworthy that Govt. of India, Ministry of Labour in its reference included the Administrative Officer (Supdt.) Civil Bengal Engineer Group and Centre Roorkee, Hardwar but the opposite party has stated that the said name is not correct and for this reason the order of reference is bad in law. The correct name of opposite party is Bengal Engineers Group and Centre. Since the opposite party has been wrongly named in the reference order and therefore the reference is bad in law. The worker himself has filed the photo copy of appointment letter on the top of it in the right side following is mentioned :

Para 2, line 3 Headquarters Bengal Engineers Group and Centre Roorkee-247667.

Thus the order of reference appears to be incorrect so far as description of opposite party is concerned.

The worker has alleged in his statement of claim that Chief Instructor Workshop, Bengal Engineers Group and Centre, Roorkee is a unit under Ministry of Defence, Govt. of India which is administered by Bengal Engineers Group and Centre through its Admn. Officer and with a view to manage worker the regimental institute has been organised where in civilian workman are appointed and as per the directions and orders of employers furniture are manufactured with a view to sell it to public and earn profit.

The employer has clearly stated that Bengal Engineers Group and Centre is not a industry but Bengal Engineers Group and Centre is a training centre for engineers personnel of Indian Army. Meaning thereby that said group and centre is a integral part of Indian Army. Bengal Engineers Group and Centre wherein training is imparted to Engineering personnel exclusively of Indian Army. Thus it is engaged in sovereign functions of the state and is not engaged in any industrial activity.

The opposite party has proved the above allegations and I hold that the Bengal Engineers Group & Centre is not a industry.

The opposite party has further proved by affidavit that on a miniscule basis and as a part of its welfare activities is also running a venture known as Sarvatra Regimental Venture. The said regiment is only catering for the in-service/ex-service personnel purely as a Welfare measure. The said regimental venture undertakes various activities inter-alia including making of wooden/wrought iron furniture items which are for the use of only in-service/ex-service personnel. On the one hand the worker has not able to prove that the opposite party is engaged in trade, business or sells the manufactured goods to the public in general, on the other hand the opposite party has proved that

whatever is made i.e. for the use of in-service/ex-service personnel. It is also proved that regimental centre is not a independent, separate or alienable or serverable of the opposite party but is a limb of the centre. The activities of such venture are not distinguishable from the activities of the opposite party centre. Since the main predominant activities of the group and centre are sovereign in nature and function, hence it is not an industry as it is not the main activity of the opposite party to carry on any business trade manufacture. From the analysis of entire evidence on record it is clear that Bengal Engineers Group and Centre is imparting training to army personnel as is evident from Photo Copy of the documents filed by the opposite party.

Opposite party has also filed the photo copy of terms and conditions of regimental employees which makes it clear that regimental employees are engaged on temporary basis at the pleasure of Dy. Comdt. The services of regimental employees can be terminated by either party giving one month's notice payment of one month's pay. However, during the period of probation "3 months from the date of appointment" no notice need be given by either party. Its laid down in the terms and conditions that initial pay will be fixed by the Dy. Comdt. at the time of employment and the pay will be inclusive. No. DA and other allowances will be admissible.

Copy of appointment letter filed by the worker reads as under :

1. The Commandant is pleased to appoint you as a Carpenter in Sarvatra, Bengal Engineer Group and Centre at all inclusive pay of Rs. 1300 (Rupees one thousand three hundred only) per month with effect from 24 Aug., 98 in the pay scale of Rs. 1350-50-1450.

2. You are being appointed as Regimental Employee on temporary basis. Your terms and conditions will be governed as per instructions issued vide HQBEG and Centre, Roorkee letter No. 30328/Stn./09Q dt. 31 Oct. 95 and 30328/Stn./96/Q dt. 17 Nov. 97, as amended from time to time. The commandant may modify/amend existing terms and conditions, if considered necessary due to exigencies of services.

3. You will be on probation for 03 months extendable upto one year.

4. It is clarified that you are employed as a Regimental employee does not confer on you any privileges or benefits or regular Government employees. Your employment is purely temporary.

5. Please acknowledge receipt.

Sd/-

(HARRY SIDHU)

Colonel

PRI

From the reading of above appointment letter it is clear that by the appointment letter dt. 24-8-98 he was appointed on probation for 3 months extendable upto one year. The facts alleged by the worker in para 3 of the statement of claim that he was confirmed on 24-8-98 is absolutely false.

This was also made clear in the appointment letter that the appointments will be subject to the terms and conditions governed as per instructions issued by the H.Q. BEG & Centre, Roorkee letter No. 30328/Stn./9/Q dt. 31-8-95 and 30328/Stn./9/Q dated 16-11-97 as amended from time to time.

Worker has alleged that he was put in 240 days working prior to his retrenchment on 2-2-2000. The burden was on the worker to prove that he has put in 240 days priorities terminates but he has not proved this fact. On the other hand the opposite party by filling photo state copy of attendance register has proved that the worker has put in merely 151 days working prior to the termination.

Worker has alleged that he has not been informed about his termination on the other hand the opposite has proved that the appointment being purely temporary as regimental employee, his services were terminated vide termination of appointment order dt. 21-12-99. The termination was made effective from 1-2-2000. Meaning thereby as per the terms and conditions of the service the applicant was given one month's advance notice.

From the above discussions I come to the conclusion that the worker has miserably failed to prove that Bengal Engineers Group and Centre, Roorkee is a industry. It has also failed to prove that he has put in 240 days working days prior to his termination he has also not able to prove that no notice was given to him. In the circumstances I come to the conclusion that termination of Promod Kumar is just and legal and he is not entitled to any compensation of retrenchment and he is not entitled to any relief whatsoever. Award accordingly.

LUCKNOW:

11-8-2004.

SHRIKANT SHUKLA, Presiding Officer

नई दिल्ली, 18 अगस्त, 2004

का.आ. 2297.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयर फोर्स एडमिनिस्ट्रेटिव कॉलेज के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चेन्नई के पंचाट (संदर्भ संख्या

456/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-08-2004 को प्राप्त हुआ था।

[सं. एल-14011/4/97-आई आर (डी.यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 18th August, 2004

S.O. 2297.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 456/2001) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Air Force Administrative College and their workmen, which was received by the Central Government on 18-08-2004.

[No. L-14011/4/97-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Monday, the 14th June, 2004

PRESENT:

K. JAYARAMAN,
Presiding Officer

INDUSTRIAL DISPUTE NO. 456/2001

(Tamil Nadu State Industrial Tribunal I. D. No. 103/97)

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(a) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Air Force Administrative College, Red Fields Coimbatore and their workmen].

BETWEEN

The General Secretary : I Party/Claimant
Coimbatore Desiya
Engineering and
General Employees Union
Coimbatore.

AND

The Chief Administrative Officer, : II Party/Management,
AFAC, Red Fields, Coimbatore.

Appearance:

For the Claimant : M/s. D. Hariparanthaman.
Advocates.

For the Respondent : Sri K. Rajendran, SCGSC.

AWARD

The Central Government, Ministry of Labour vide Notification No. L-14011/4/97/TR(DU) dated 21-10-1997 has earlier referred this industrial dispute to Tamil Nadu State Industrial Tribunal for adjudication. The Schedule mentioned dispute in the order of reference is—

“Whether the action of the management of Air Force Administrative College, Red Fields, Coimbatore, in denying the employment of S/Sri A. Rocknathan, Salim, Sankar, Martin and Selvaraj with effect from 1-8-95 is justified or not? If not, to what relief are the workmen entitled?”

2. After receiving the reference of this industrial dispute, the Tamil Nadu State Industrial Tribunal has taken the same on its file as I.D. No. 103/97 and issued notices to both sides and both sides entered appearance through their advocates and filed their claim statement and reply statement respectively and after the constitution of this Central Govt. Industrial dispute was transferred to this Tribunal and after the receipt of records of this dispute, it was re-numbered as I.D. No. 456/2001 and notices were issued to both the parties.

3. The allegations of the Petitioner Union in the Claim Statement are briefly as follows :—

The respondent Administrative College is run by Central Govt. The Respondent College is conducting courses in various faculties for giving training/coaching on various subjects to the officers of Air Force. Apart from officers of Air Force, training is also given to the NCC cadets and to persons undergoing flight cadres branch commission course. There are about 35 teaching staff/officers for giving training in the said college. All the trainee officers are provided with accommodation in quarters situated within the college premises. The Respondent is running mess for all staff, employees and trainee officers. The mess is administered and maintained by the Manager/Secretary. There are totally three cooks, six waiters and two cleaners and these employees are permanent and drawing Govt. Scale and other benefits. The Respondent/Management employees bearers to serve the trainee officers. The Respondent allots one bearer for ten trainee officers. These bearers have to serve food to their allotted trainee officers in the mess or they have to bring food from the mess either to the quarters or to the class room. The Respondent collects charges from the trainee officers for the above service and the charges are paid by trainee officers to the mess. The Respondent have employed about 25 course office bearers. Originally the wages were paid to these course office bearers by the trainee officers themselves. Later from the year 1986 the wages were paid by mess itself by collecting service charges from the trainee

officers and the wages were paid through wage register. This was continued upto 1994. Since the course officer's bearers were not regularised even after long years of service, they have demanded for regularisation and other benefits. On such demand, the respondent/Management discontinued the payment of wages through wage register and started paying wages by way of vouchers. Since the demand for regularisation and other benefits of these workmen were not considered by the Respondent/Management, all these workmen joined Petitioner Union and issued letter to the Respondent requesting for direct talks on the above issues. But the Respondent did not give any reply or response to the letters of Petitioner Union. Then the Petitioner Union sent a letter dated 1-8-95 to Assistant Labour Commissioner (Central) and even for that the Respondent/Management has not given any reply. All the workmen resolved and gave Power of Attorney to one Mr. Rocknathan one of the workman concerned in this dispute to have talks with the Respondent/Management. But instead of holding talks and settling the issue, the Respondent threatened the workmen that they would terminate their services. On such threat and coercion, all the workman resumed duty except the five workmen concerned in this dispute. Further the concerned workmen in this dispute were also issued with notice to vacate their quarters. Hence they raised industrial dispute before the Assistant Labour Commissioner (Central) and on its failure, the matter has been referred to this Tribunal for adjudication. The management cannot terminate the services of the workman concerned without giving an opportunity to the workman to put forth their case. Therefore, the termination is illegal arbitrary and violative of articles 14, 16 and 21 of Constitution. The concerned workman had put in long years of continuous service and hence the action of the Respondent is unfair labour practice. The action of the Respondent in terminating the services of five workmen concerned also amounts to illegal retrenchment and the termination is void *ab initio*. The Respondent/Management have also not followed the provisions under section 25G of the Industrial Dispute Act, 1947. Hence, for all these reasons the Petitioner Union prays that an award may be passed directing the Respondent to the reinstate the concerned employees in to service worth continuity of service and other attendant benefits.

4. As against this, the Respondent in its Counter Statement contended that the applicants are not employees of Air Force Administrative College or Air Force Officers Mess which is a non-public funds organisation. They are merely casual workers employed by course officers staying in mess who come to Air Force Administrative College for short courses and are paid by officers since their employment. The scales of

accommodation for living in officers in IAF Messes include servants quarters as an extension of their own accommodation. The rooms are offered to private orderlies at free of cost so that they could render efficient services to the officers, who employ them. The personal servant is only available till the individual is working as a private servant of the officer. It is only a gratuitous act on the part of the officers and does not confer any service right to the individual. Mr. Rocknathan and four others were terminated by the officers, who engaged them in private capacity due to unsatisfactory service because of their being absent and creating nuisance in day to day working. These employees were the private servants of officers and are to be paid by them as per the laid down rates in air force orders. The concerned employees close to adopt confrontationist attitude towards their employer i.e. single officers and wanted to blackmail them by not reporting for work. Therefore, their services were terminated by the officers who employed them. The administrative college is a defence establishment imparting training to officers of IAF. Since Mr. Rocknathan is not an employee of Respondent Administrative College, there is no question of any industrial dispute between the Respondent and Mr. Rocknathan. Further the IAF or any of its institutes cannot be classified as an industry as per section 2J of Industrial Disputes Act, 1947. Further modified clause (c) of Section 2 as amended exempts training institutions from the scope of industry. Hence, the Respondent/Management does not come within the ambit of Industrial Disputes Act, 1947. For all these reasons the Respondent prays that the claim may be dismissed with costs.

5. In these circumstances, the points for my consideration are—

- (i) "Whether the action of the management of Air Force Administrative College in denying employment of the workmen concerned is justified or not?"
- (ii) "To what relief the concerned workmen are entitled?"

Point No. 1 :

6. The concerned employees who are alleged to be bearers of the Respondent Administrative College mess contended that they were employed as bearers to serve the trainee officers and the Respondent/Management allotted one bearer for ten trainee officers and they were called as course office bearers and they have to serve food to their allotted trainee officers in the mess or they have to bring food from the mess either to the quarters or to the class room and originally the wages were paid to them by the trainee officers themselves and later on from 1986 to 1994 the wages were paid by officers mess itself by collecting service charges from the trainee officers and

when they demanded regularization the Respondent/Management discontinued the payment of wages through wage register and started paying wages through vouchers. As against this, the Respondent/Administrative College contended that the workmen concerned are merely casual workers employed by the course officers staying in mess who come to Administrative College for short course and are paid by the officers since their employment and there is no relationship of master and servant or employer-employee relationship.

7. Learned counsel for the Petitioner contended that if they have been employed by the officers who are coming to administrative college for short course studies, then there is no reason for their accommodation in the mess hostel itself, on the other hand, rooms were provided to the mess bearers at free of cost and further they were issued with entry passes and they were also treated as mess bearers by the officers concerned.

8. But, as against this, the learned counsel for the Respondent contended that the rooms were offered to the private orderlies at free of cost so that they could render efficient services to the officers who employ them. The privilege of availing accommodation by the personal servants is only available till the individual is working under the officer and is only a gratuitous act on the part of officers and does not confer any service right to the individual and further the witness, who was examined on behalf of the Respondent Mr. Karunakar has stated that when the trainee officers come for training or course study, they engage certain persons for their personal work and like that the concerned employees were worked under trainee officers in their personal capacity and the trainee officers used to pay wages to Petitioner from their pocket. Further, the allotment of quarters were given to individual officers and the individual officers have given the part of the accommodation to the Petitioners namely concerned workmen and it is an extension of entitlement of officers to Petitioners. Further the Respondent administrative college is giving high pressure training to the officers and therefore, they have to wake up from bed early in the morning and the servants have to attend the work in the early morning and hence they were asked to stay in the quarters. Therefore, the Respondent contended that they have no connection with the employees concerned and only the officers who were coming for training or course study have appointed the Petitioners and offered rooms given to them for their stay.

9. But, on a perusal of the documents produced by the Petitioner, I find this statement of the witness is not a true one, because actually the Respondent/Management has given the work allotment to the bearers for the work to be done to the officers. This will clearly substitute by Ex. W1 series namely the work allotment orders issued to the concerned workmen. Similarly from Ex. W4 namely

quarters allotment order issued to Mr. Selvaraj by the Respondent/Management, it is clear that the quarter was allotted by the Mess Secretary and not the individual officers concerned who are coming for training in the institution. On the side of the Petitioners. The Petitioners have produced certificates issued by Respondent to Mr. Rocknathan, one of the Petitioner which is marked as Ex. W3 series, which contains appreciation of Mess Secretary, who have worked in the year 1972 onwards in which they have clearly mentioned that Mr. Rocknathan is working as officers mess as VIP bearer since, 1972. The Petitioners also produced salary certificate issued by the Respondent/Management namely Mess Secretary and also certificate issued by the Mess Secretary stating that he was employed as a mess bearer. Thus, from the documents produced by the Petitioners, it is clear that it is only the Respondent who had appointed these Petitioners and offered as bearers of the mess and now they are alleging that they were appointed by the officers who have come for training or course study. Further, though the respondent contended that the privilege of availing accommodation by the personal servants of officers is only available till the working of individual officers. If this contention is accepted, then every time the bearers must have vacated the quarters and every time the training given to the officers started, they were provided with accommodation in the rooms. But, the respondent has not produced any document to show that each and every time the Petitioners have been given accommodations requested by the trainee officers. Further though the respondent contended that the Petitioners were appointed by the individual officers, who have come for training, there is not even an iota of evidence to show that the Petitioners and others have been appointed by the officers who have come for training and it is only the respondent, Mess Secretary has allotted the bearers to the individual officers. Under such circumstances, it is not true to contend that the Petitioners were appointed by the individual officers concerned for their private work.

10. In these circumstances the learned counsel for the Petitioner has produced two authorities namely :—

1992 I LLJ 189 TAMIL NADU AGRICULTURAL UNIVERSITY Vs. SOCIALIST THOZILALAR SANGAM, COIMBATORE AND ANOTHER; and

2000 II LLJ 1109 G. B. PANT UNIVERSITY OF AGRICULTURE & TECHNOLOGY, NAINITAL Vs. STATE OF U.P. AND OTHERS.

In the first decision, the employees working in mess attached to the hostel run by Tamil Nadu Agricultural University raised a dispute through their union for certain monetary benefits and for improvement in the conditions

of their services. Since the dispute not having been settled in conciliation, the Govt. made a reference to Labour Court and the Labour Court has given a finding that they are employees under the University and when it has come to High Court in Writ Petition the High Court held that the Labour Court found that "purchase and amenities Committee is not the employer and they are only the beneficiaries of the facility of the mess. It was found that since the warden is in overall charge of the mess and as the warden is employed by university the mess can rightly be said to be run by the university itself." In that the High Court has further held that "purchase and amenities committee which is a committee consisting of not permanent members, but students for the time being studying in the college and residing in hostel is not really the employer. No proof was forthcoming that any cooks assistant cooks and cleaners were appointed by that purchase and amenities committee. It is also not established that the committee had the power of superintendence and control including disciplinary control over the said employees. It is proved on evidence that the warden who was an employee of the university was in overall control of the mess and when such was finding of fact rendered by Labour Court which is based on acceptable materials, this Court cannot reappraise that evidence and come to a different conclusion." Similarly in 2000 II LLJ 1109 while dealing with the matter with regard to G. B. Pant University of Agriculture & Technology cafeteria workers, the Supreme Court has held that there are about 170 employees working in these cafeteria and these are the employees who claim regularisation of the services as regular employees of the University which, however, stands negated by the University authority. But on consideration of the facts and circumstances of the case, the Supreme Court has given a finding that "admittedly cafeteria employees need succour for livelihood would they continue to remain half fed and half clad as long as they live. Is this the society that we feel proud of is this the guarantee provided by the founding fathers of our Constitution or is this the concept of socialism which they conceived. None of the answers can possibly be in the affirmative. The situation is rather awesome and deplorable. The university by compulsion directs students to be residents of hostel with a definite ban on having food from outside agencies excepting under special circumstances and the provider of food namely staff of the cafeteria ought not to be treated as an employee of the university—whose employees they are if we may ask and we think it would not be impertinent on our part to ask the same is it the consumer of food? Since when the consumer of food becomes the employer? These are the questions which remain unanswered..... Ultimately, the Supreme Court directed the University to regularise the services of the employees in terms of Award passed by the Labour Court. Relying on these decisions, the learned counsel for the Petitioner argued that in this case though

the respondent/management has contended that the Petitioners and others were employed by the officers who came for training for a short period and from the documents produced by the Petitioner, it is clear that the individual officers concerned, who came for studying the course could not be employers for the Petitioner and the respondents have not produced any document to show that these petitioners and others have been appointed by individual officers concerned who came for training and they have also not produced any document to show that the alleged trainee officers had the powers of superintendence or control including disciplinary control over the Petitioners. Under such circumstances, it cannot be said that the Petitioners were employed by individual officers who came for training in the respondent college. Further, the accommodation was also made by the respondent management and the Respondent has evicted the Petitioners from the rooms. Under such circumstances, the true employers is only the respondent concerned and not the individual officers who are coming for training. Only because the Petitioners have raised the industrial dispute their claim for regularisation, the management has victimised the petitioners and they have also evicted them from the rent free accommodation.

11. I find much force in the contention of the learned counsel for the Petitioner because even though the Respondent has stated that the Petitioners were appointed by individual officers and they were only personal servants of individual officers, from the documents produced by the Petitioners it is clear that the Petitioners were appointed by the management concerned namely Mess run by the Management and the Mess Secretary and also the Administrative Officers have treated them as mess bearers. Under such circumstances, it is clear that the employer-employee relationship exists from the conduct of the Petitioners and the Respondent and it is only to deny their rights, the respondent has taken this plea that these petitioners were appointed by individual officers concerned. Further, though the respondent contended that the Petitioners were terminated by the officers who have engaged them in their private capacity due to unsatisfactory services and because of their being absent and creating nuisance in day-to-day work and they were indulged in agitational activities in the military campus, they were evicted from the quarters and their services were terminated by the individual officers, the Respondent have not produced any document to show that they were terminated by individual officers and they were casual workers as alleged by the respondent. On the other hand, it is clear from the documents produced that they were paid by Mess Secretary from the amount collected from the trainee officers and further, it is only the respondent has evicted the Petitioners from the quarters and not the individual officers alleged to have been appointed

the Petitioners. Further, from the documents produced by the Petitioners, the Petitioners were employed by the respondent/management for long number of years and they worked as mess bearers and entry passes were also given to them as bearers of the mess. Under such circumstances, the claim of the respondent that they are individual servants to the officers came for training is not a true one. Furthermore, even though the respondent contended that the Petitioners were paid as per the laid down rates in Air Force orders, the Respondent has not produced any document to show that the Petitioners have been appointed as orderlies or private servants of the officers who came for training. Further, no documents has been produced by the Respondent to show that the Petitioners have been treated only as private servants of the officers concerned. On the other hand, from the documents filed by the Petitioner, it is clear that the respondent Mess Secretary and other officers have treated them as mess bearers and the amount has been paid out of the amount collected from the trainee officers. Under such circumstances, I find this point in favour of the Petitioner namely the concerned employees.

12. The next plea contended by the learned counsel for the Respondent is that Air Force Administrative College is a defence college imparting training to officers of Indian Air Force and its institution cannot be classified as an industry as per Section 2(j) of the Industrial Disputes Act, 1947. But, on the other hand, the learned counsel for the Petitioner relied on the rulings reported in 1992 ILLJ 199, wherein a similar plea has been raised by the Respondent/Management namely Tamil Nadu Agricultural University and it was negatived by the High Court and similarly before the Supreme Court also, the same plea was raised by G.B. Pant University of Agriculture & Technology and it was also negatived by the Supreme Court. I find much force in the contention of the learned counsel for the Petitioner and hence the Industrial Disputes Act, 1947 is applicable to the facts of this case.

Point No. 2 :

The next point to be decided in this case is to what relief the Petitioner is entitled ?

13. The Petitioner union prayed that the concerned employees have to be reinstated in service with continuity of service and other attendant benefits and further alleged that 25 persons were appointed as bearers of the mess and they demanded regularisation of their service with other benefits as that of regular workers of the Respondent/Management and all of a sudden, the Respondent threatened the workmen and further stated that they would terminate their service on such threat and coercion of the workman, except the five persons, concerned workmen in this dispute, they resumed duty.

With regard to these five persons the Respondent has not allowed to report for duty. They were also issued with notice to vacate the quarters and therefore, they wanted that they have to be reinstated as that of other workers and also requested the Tribunal to Award for back wages and other attendant benefits.

14. Though the Petitioner Union wants this Court to regularise the services of the concerned employees, they have not produced any documentary evidence to show that the posts of Mess Bearer are lying vacant and the Respondent/Management has got sanctioned posts for these Mess Bearers. Any how, since the Respondent/Management has absorbed the remaining persons and only excluded the persons concerned in this dispute, I find the concerned employees in this dispute are also entitled to be reinstated in service as per the terms and conditions. With regard to back wages, I find the concerned employees are not entitled to the same because already eight years have lost and the other persons have also employed on fixed wages. Therefore, I find the concerned employees are not entitled to back wages. Therefore, I direct the II Party/Management to reinstate the concerned employees in this industrial dispute as Mess Bearers as that of the other Mess Bearers with attendant benefits. No Costs.

15. Thus the reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him—corrected and pronounced by me in the open Court on this day the 14th June, 2004.)

K. JAYARAMAN, Presiding Officer

Witnesses Examined :

For the I Party/claimant : WW1 Sri A. Rocknathan
: WW2 Sri T. Ashok Kumar
: WW3 Sri M. Chakravarthy

For the II Party/
Management : MW1 Wg. Cdr. S.
Karunakar

Documents Marked :—

For the I Party/Workman : —

Ex. No.	Date	Description
W 1 series Nil		Xerox copy of the work allotment orders issued to Concerned employees
W 2 series Nil		Xerox copy of the Identity cards issued to concerned Employees

W3 series I6-3-85 08-12-90	: Service & Conduct certificates issued to Petitioners
W4 17-08-89	: Xerox copy of the quarters allotment order issued to Mr. Selvaraj
W5 29-04-89	: Employment certificate issued to Mr. Rocknathan
W6 June, 89	: Salary certificate issued to Mr. Rocknathan
W7 01-09-94	: Telegram sent by workmen to higher authorities Complaining unfair labour practice.
W8 09-05-94	: Joint appeal made by workmen to President of India
W9 16-02-95	: Charter of demands through Petitioner Union
W10 01-08-95	: Application sent by Petitioner Union to Assistant Labour Commissioner (Central)
W11 04-08-95	: Advocate notice sent by workmen to Respondent
W12 10-08-95	: Letter sent by Mr. Rocknathan to Assistant Labour Commissioner (Central)
W13 Series 8-8-95 19-08-95	: Show cause notice issued concerned employees to evict the quarters.
W14 28-12-95	: Copy of representation made by Rocknathan to Respondent
W15 19-03-96	: Conciliation notice issued by Assistant Labour Commissioner
W16 22-03-96	: Remarks filed by Respondent
W17 14-08-96	: Copy of representation made by workmen to Assistant Labour Commissioner (Central)

For the II Party/Management : Nil

नई दिल्ली, 18 अगस्त, 2004

का.आ. 2298.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन एयरलाइंस लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय I, मुम्बई के पंचाट (संदर्भ संख्या 05/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-08-2004 को प्राप्त हुआ था।

[सं० एल-11012/77/2001-आई आर (सी-1)]

एस० एस० गुप्ता, अवर सचिव

New Delhi, the 18th August, 2004

S.O. 2298.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 05/2002) of the Central Government Industrial Tribunal/Labour Court-I, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Air Lines Ltd. and their workman, which was received by the Central Government on 17-08-2004.

[No. L-11012/77/2001-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I MUMBAI

PRESENT :

Shri Justice S. C. PANDEY,
Presiding Officer

Reference No. CGIT-05/2002

PARTIES : Employers in relation to the management of
Indian Airlines

AND

Their Workmen

APPEARANCES :

For the Management : Mrs. P. A. Kulkarni, Adv.

For the Workman : Mr. A. K. Menon, Adv.

State : Maharashtra

Mumbai, dated the 29th day of July, 2004

AWARD

1. This is a reference made by the Central Govt. in exercise of its powers under clause (d) of sub-section 91 and Section 2A of Section 10 of the Industrial Disputes

Act, 1947 (the Act for short). The terms of reference are as follows :

“Whether the action of the management of Indian Airlines Ltd., Mumbai in removal of Shri Ajit Gajanan Vispute from the services w.e.f. 21-12-2000 is legal and justified ? If not, to what relief is the workman concerned entitled ?”

2. The undisputed facts of this case are that the Indian Airlines Ltd. (the company for short) is a company registered under the Companies Act. It is also not in dispute that the company is involved in the business of transporting passengers and cargo. A. G. Vispute (the workman for short) was employed by the Company as Senior Commercial helper. It is also not in dispute that workman was served with a chargesheet dated 13-10-1995 for committing theft of jewellery amounting to Rs. 12,500/-. It is not disputed the charge sheet was framed under the Standing Orders (Regulations). The workman was charged with Commission of misconduct under Standing Order 1, Standing Order 16(4), 16(8), 16(43) of the aforesaid Standing Orders (Regulations) framed by the Company under Air Corporations Act 1953 (The Act 1953 for short). It is not disputed that an enquiry was held against the workman. The workman participated in the enquiry. After conclusion of the enquiry, the report of enquiry committee was to the effect that the charges framed against the workman were proved. It is also not in dispute that a copy of enquiry report were supplied to the workman prior to issuance of show cause notice of proposed dismissal. It is not in dispute that the order of dismissal dated 21-12-2000 was passed after giving due opportunity to object to the enquiry report and give reply to the notice proposed punishment. The parties agree that the framing of charge sheet, the enquiry, and the procedure after the enquiry was in accordance with the Regulations (Standing orders) framed by the Indian Airlines.

3. The Air Corporation Employees Union (the Union for short) representing the workman challenged the enquiry in the Statement claim on the following grounds.

- No inquiry was held pursuant to the charge sheet.
- No material witnesses were examined.
- Inquiry Officer relied on the here say evidence tendered by a Solitary Police Officer.
- Order of removal is not detailed or considered.
- Inquiry Officer has not gone into the root of the matter. In other words the Union claims that the principles of natural justice were not followed and the finding of fact against the workman is perverse.

4. The company in its written statement relied on the fact that workman was proved to be on duty on the day

the theft took place. He was allotted the duty of the off loading the goods in respect of Flight No. 192. IC on 16-5-1992. The flight was from Cochin to Bombay. M. Santakumar reported that jewellery worth Rs. 12,500 was removed from his baggage. Therefore, the workman was one of possible loaders who could have removed the goods on 16-5-1992. The goods were discovered at his house when he made a confession. This was proved by the evidence of R.B. Choudhary, the Investigating Officer MW3. It was said that M. Santakumar had identified the goods, i.e. two gold chains and a pair of ear rings which were missing from his baggage. It was alleged that from the house of friend of Ankush Pangle, a number of items were recovered at the instance of the workman. A VCR was received which Pangle stated to have belonged to the workman. These were other items and seizure memo signed by the workman. The workman admitted that he had committed theft. This evidence of conclusive against the workman as MW3 R.B. Choudhary was not cross examined. The principles of natural justice were not violated. The findings of fact recorded by the enquiry officer is not perverse. The company filed a detailed written statement which is argumentative in nature. Therefore, only necessary facts have been given.

5. In reply, the Union filed a rejoinder controverting every paragraph of the written statement.

6. The company examined P.D. Javle, the Enquiry Officer. He was cross examined by Mr. A. K. Menon for the Union. The case was closed.

7. During the course of arguments Shri. Menon filed an application for amendment for raising a new ground. He stated that the enquiry held against the workman was illegal because the Standing Orders (Regulations) framed under Air Corporations Act, 1953 (the Act of 1953) were not applicable to him when the chargesheet was framed. Since this point did not require any amendment on Statement of Claim, this tribunal heard the parties finally.

8. The question raised on behalf of the Union goes to the root of the matter. It is clear from record that on 8-9-1998 the workman had raised an objection that chargesheet was not properly framed and the enquiry could not be held under the Regulations. This objection was rejected by the Enquiry Officer, even though, the decision of the Supreme Court 1995 SCC (Labour) 1152 was cited before him. It was said by the Enquiry Officer that this objection should have been raised before the Competent Authority. Thus the Enquiry Officer ignored the decision of Supreme Court. Since the workman participated in the enquiry without prejudice to his legal right, it cannot be said that acquired in any illegal procedure.

9. The question is, if the enquiry held against the workman was legal. The workman was chargesheeted on 13/14 October 1995. The Air Corporations (Transfer, Undertakings and Repeal) Act, 1994 (The Act of 1994 for short) had come into force from 29th January 1994. The

Act repealed the Act of 1953 from the appointed day. It has not disputed before that on 13/14 October, 1995 the Indian Airlines Corporation had merged into Indian Airlines Limited and the Company was a new entity. It was other than the Airlines Corporation which was governed by the Act of 1953. It is also not in dispute that Act of 1994 is repealing Act followed by fresh legislation. When such an Act comes into being, it is legitimate to find out that extent to which the fresh legislation has saved the provisions of the repealed Act. The regulations are subordinate regulations. It has been held by the Supreme Court in the direct case on the point *Air India vs. Union of India* 1995 S.C.C. (Lands) 1152 that regulations are not saved by section 8 of the Act the following observations has been made :

"8. In our view, if subordinate legislation is to survive the repeal of its parent statute, the repealing statute must say so in so many words and by mentioning the title of the subordinate legislation. We do not think that there is room for implying anything in this behalf".

10. Section 8 of the 1994 Act does not in express terms save the said Regulations, nor does it mention them. Section 8 only protects the remuneration, terms and conditions and rights and privileges of those who were in Air India's employment when the 1994 Act came into force. Such saving is undoubtedly 'to quieten doubts' of those Air India employees who were then in service. What is enacted in Section 8 does not cover those employees who joined Air India's service after the 1994 Act came into force. The limited saving enacted in Section 8 does not, in our opinion, extend to the said Regulation.

11. Holding as we do that the said Regulations ceased to be effective on 29th January, 1994, the very foundation of Air India's case no longer exists. No consideration of other arguments is, therefore, necessary.

12. Thus it is clear that similar regulations of the company were not saved. If they do not, then the framing of chargesheet was wrong. The workman had raised the point before the enquiry officer. He side tracked the point. It is difficult to understand how could he hold an enquiry on a chargesheet framed under regulations which did not exist. That apart he continued with the enquiry under regulations. The post enquiry procedure too was under regulations. Since the decision of Supreme Court is binding on this point that regulations did not survive because they were not specifically saved, it is not possible to come to the conclusion that they were saved for the employees appointed at the time the Corporation was in existence. In fact if we examine the facts of the case then it is not possible to conclude that the Supreme Court held that regulations were still applicable to the employees who joined the Indian Airlines Corporation when it was in existence.

13. It was argued that the workman was not prejudiced in any manner. This tribunal cannot take this

view of the matter. Framing a charge under Standing Orders inapplicable to workman is certainly in derogation of his rights. If the Model Standing Orders were under the Regulation applicable to workman, the charges could not be framed. Moreover, the Model Standing Orders confer different procedural rights and the Competent Authority to pass the order of the matter. The question is really of power to exercise jurisdiction as well as the manner of exercise of jurisdiction. Such actions cannot be justified on the ground of substantial compliance. They should be done in the manner prescribed by law or none at all.

14. Though not called upon to decide the question this tribunal is of the view that under these circumstances, it should be held that the Model Standing Orders apply. Under section 1(ii)(aa) of Payment of Wages Act, 1936 an Air Transport Service has been included in the definition of establishment (Act of 1946). The Employment Standing (Orders) Act, 1946 says under section 2e(1) says that establishment means an establishment covered by the Payment of Wages Act. Therefore, the establishment of the Company which come into being on 29-1-1994 would be governed by Payment of Wages Act in accordance with the Act of 1946. In absence of Certified Standing Orders the Model Standing Orders shall apply Section 2e(1) of the Act of 1946 does not incorporate the definition given in Payment of Wages Act, 1936 in so many words. It may refer to definition of Payment of Wages Act 1936. There is difference between incorporation and legislation by reference. Any other definition under 2e(1) would be contrary to the context in which it was made. This interpretation is hamorous construction and serves the object for which the definition was created. This should be especially so far dynamic world of industrial legislation.

15. Since the case before this Tribunal is in respect of an enquiry started after the Indian Airlines Corporation ceased to exist, the decisions rendered in the cases where the enquiry was concluded during pendency of Act of 1953 are not relevant. The Supreme Court declined to decide the controversy regarding applications of regulations framed under the Act or the applicability of Standing Orders as certified under the Act of 1946. This tribunal too is not concerned with that controversy after the Act, 1953 was repealed by the Act of 1994. Therefore, the decisions referred to in the case of *Aruna Aware vs. Air India Corporation* decided by Division bench of Bombay High Court on 14-9-1994 decided by Delhi High Court in the case of *Indian Airlines Corporation vs. Union of India* dated 26-1-1998 are not relevant. The judgment of justice S.H. Kapadia in the case of *Zervellyn Anthony Zono Charles vs. Air India* in W.P. No. 1197/1991 states specifically that the case arose prior to repeal of the Act of 1953.

16. In the opinion of this tribunal the law declared by the Supreme Court in *Air India vs. Union of India* (*supra*) is binding on this tribunal under Article 141 of the Constitution of India. The case cannot be distinguished

frivolously. Nor is this tribunal competent to consider any criticism of the judgment. The company did not point out a decision of larger Bench of Supreme Court overruling this decision.

17. The result of the aforesaid discussion is that the charges framed against the workman were under non-existent Standing Orders (Regulations). The enquiry proceeding cannot be upheld so also the order of dismissal because it was null and void. Accordingly, the order dated 21-12-2000 passed against the workman is set aside.

18. The next question is to what relief the workman is entitled to. The workman has succeeded on the point that enquiry could not be held under the Standing Orders because the charge sheet was invalid. This tribunal had occasion to pass an order on the enquiry conducted against the workman in proceedings under section 33(2)(b) of the Act. Actually, the workman has placed the copy of judgment dated 26-2-2003 on record. From that judgment and also from record it has been found that the workman was one of the persons who it was on duty on 13-10-1999. However, the *Panchnama* does not relate to theft of any of the Articles which were supposed to have stolen by the workman in this case. He was not charged for stealing money. Money was not recovered. Therefore, even the identification of goods was of no value. The person who was in possession of the goods was not examined. The *Panchas* were not examined. In view of this matter the enquiry was set aside in that application and the company was given chance to prove its case. However, this tribunal did not pass any order on the question of validity of enquiry because it was not pressed. This tribunal is of the view that under the facts and circumstances of the cases he is entitled to reinstatement without back wages. However, the continuity of service of the workman for fixation of his pay and seniority shall not be affected. Accordingly, the company is directed to take the workman back in service.

19. The reference is answered by stating that the order of removal dated 21-12-2000 is illegal. It is hereby set aside without back wages. However, workman's seniority and continuity in service shall not be affected. No costs.

S. C. PANDEY, Presiding Officer

नई दिल्ली, 18 अगस्त, 2004

का.आ. 2299.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जैट एअरवेज (इंडिया) लि. के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलौर के पंचाट (संदर्भ संख्या 50/02 को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-08-2004 को प्राप्त हुआ था।

[सं० एल-11012/20/2002-आई आर. (सी-1)]

एस० एस० गुप्ता, अवर सचिव

New Delhi, the 18th August, 2004.

S.O. 2299.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.50/2002) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Jet Airways (India) Ltd. and their workman, which was received by the Central Government on 17-08-2004.

[No. L-11012/20/2002-IR (C-I)]
S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT

Dated : 3rd August, 2004

PRESENT : Shri A. R. SIDDIQUI,
Presiding Officer

C.R. No. 50/2002

I Party

Shri B. K. Sunder Velu,
Door No. 21, 'E' Street,
Slaughter House Road,
Shivajinagar,
BANGALORE—560 051.

II Party

The Area Manager,
Jet Airways,
Unity Building,
J. C. Road,
BANGALORE—560 002.

APPEARANCES :

I Party : **K. V. Sathyanarayana**
Advocate
II Party : **K. Subha Ananthi**
Advocate

AWARD

1. The Central Government by exercising the powers conferred by Clause (d) of sub-section (1) and sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-11012/20/2002-IR(C-I) dated 28-08-2002 for adjudication on the following schedule :

SCHEDULE

"Whether the management of the Jet Airways (India) Ltd. is justified in terminating the services of Shri Sundara Vely, Loader w.e.f. 28-2-1997? If not, to what relief is the workman entitled?"

2. After notice was issued to both the parties and case was taken up for hearing on 20-11-2002, Smt. K. S. A. filed vakalat for second party and whereas Shri K. V. S. advocate has undertaken to file vakalat for I party. On 07-01-2003, Shri K. V. S. prayed time to file vakalat. On 25-02-2003, as

disclosed from the Order Sheet the I party was present before the Tribunal and case was adjourned for filing of his Claim Statement. However, Claim Statement was not filed by the I party till 26-04-2004 and therefore, it was taken not filed and case to be posted for filing of the Counter Statement. On 14-05-2004, I party once again appeared before the Tribunal and took time, once again case was taken up for hearing on 07-06-2004 and the I party since did not file his claim till then case was again adjourned to 14-07-2004 for filing of the Counter Statement and since that was also not filed by the II party the matter is today posted for Award.

3. As per the points of reference of course the burden was cast on the II party to establish before the court that it was justified in terminating the services of I party w.e.f. 28-02-1997. However, the II party could have done so or led Oral or Documentary evidence on the point, provided there was any Claim Statement filed by the I party in challenging his termination by the II party. Since the I Party has not filed his Claim Statement despite the several opportunities given to him, question of II party filing its Counter Statement and then leading evidence for justification of its action in terminating the services of I party did not arise. Therefore, the conduct of the I party in not filing Claim statement, would lead to an inference that he is no more interested in prosecuting his claim. In the result, it will not serve any purpose to keep the matter any more pending. Hence, the following award.

ORDER

Reference is rejected for Non-prosecution.

(Dictated to the L D C, transcribed by him, corrected and signed by me on 3rd August, 2004)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 20 अगस्त, 2004

क्रा.आ. 2300.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/क्षम न्यायालय, बंगलौर के संघाट (संदर्भ संख्या 33/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-08-2004 को प्राप्त हुआ था।

[सं० एल-12012/29/2003-आई.आर. (बी-II)]

सी० गंगाधरण, अवर सचिव

New Delhi, the 20th August, 2004

S.O. 2300.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 33/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the

industrial dispute between the management of Syndicate Bank and their workman, received by the Central Government on 18-08-2004.

[No. L-12012/29/2003-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT

Dated : 10th August, 2004

PRESENT : Shri A. R. SIDDIQUI,
Presiding Officer

C.R. No. 33/2003

I Party

Smt. R. Shashikala,
W/o Late Sh. S. V. Prakash
Kumar
No. 1073, 8th Cross,
11th Main, HAL II Stage,
Bangalore—560 008.

II Party

The General Manager,
Syndicate Bank,
Head Office, Manipal,
Udupi,
Karnataka.

APPEARANCES :

I Party : Kavitha Mahesh/Muralidhar,
Advocate

II Party : Ramesh Upadhyaya,
Advocate

AWARD

1. The Central Government by exercising the powers conferred by Clause (d) of sub-section (1) and sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-12012/29/2003-IR (B-II) dated 20-05-2003 for adjudication on the following schedule :

SCHEDULE

“Whether the action of Syndicate Bank, is justified in dismissing the services of late Shri S. V. Prakash Kumar, Clerk w.e.f. 30-11-1998 on the grounds of doing acts prejudicial to the interest of the bank under Clause No. 19.5(j) of Bipartite Settlement ? If not, what relief the said workman is entitled to ?”

2. The facts of the case as brought out in the Claim Statement of the I party are that he joined the services of the II party on 04-03-1985 as a Clerk and while he was serving at Muddehihal branch, he was served with a charge sheet dated 08-01-1997 on the allegations of doing acts prejudicial to the interest of the bank and he denied the same as false by his letter dated 08-03-1997. Thereafter the I party was transferred from Muddehihal branch to Indiranagar branch at Bangalore and he reported for duty on June 1997; that the II party ordered a Departmental Enquiry into the said Charge Sheet resulting into the

findings/report of the Enquiry Officer dated 25-06-1998, where he was exonerated of the Charge of misconduct alleged against him. However, the Disciplinary Authority not being satisfied with the findings of the Enquiry Officer, disagreed with those findings and recorded its own findings holding the I party guilty of charge of misconduct levelled against him. Disciplinary Authority then proceeded with the matter and ordered the Dismissal of the I party from the service of the II party bank; that the order of dismissal by the disciplinary authority was bad in law and in violation of principles of natural justice, in as much as, there was no application of mind, Judiciously, to the entire facts and circumstances of the case; that the inference drawn by the disciplinary authority and the conclusion arrived at Para 3, 4, 5 and 6 in the Order of dismissal, cannot be accepted as the conclusion on the basis of Xerox copy of the document was not proper. A serious allegation of this kind cannot be relied upon only on the strength of oral evidence of the complainant. Therefore, the conclusion drawn by the Disciplinary Authority was against the natural justice and in violation of conditions of Bi-partite Settlement; that the punishment order passed by the Disciplinary Authority is factually wrong and the same is contrary to the findings of the Enquiry Officer. Therefore, order of Disciplinary Authority and confirmed by the Appellate Authority, is liable to be set aside and that the LR's of the I party are entitled to the relief sought for.

3. The II Party by filing its counter statement however, contended that on 10-09-1996, the I party (Since deceased) while working as a Cashier at Muddehihal branch of the II Party bank received a sum of Rs. 3,000 from Shri A. I. Kembhavi, a customer, towards credits of DL Account No. 43/95. He issued counter foil for having received the said amount from the customer, however, he has not accounted the same in the books of the bank and that when the said customer came to know about the non-credit of said amount, he brought this fact to the knowledge of the Branch Manager. The I party workman (herein after called) the workman there after credited a sum of Rs. 3,000.00 on 17-09-1996 towards DL account of the said customer by preparing a credit slip and while doing so he managed to get the counter foil from the customer. Thus he unauthorizedly and unlawfully misappropriated the amount due to the bank and there by was rightly issued with the Charge Sheet for the misconduct committed by himself under Section 19.5(j) of the Bi-partite Settlement for doing acts prejudicial to the bank or negligence involving or likely to involve the banking serious loss and he was called upon to give his reply to the charge sheet levelled against him; that the explanation offered by the I party to the charge sheet not being satisfactory, a Departmental enquiry was ordered against him and the Enquiry Officer for having conducted the enquiry against the workman gave him reasonable and sufficient opportunity and submitted his report (Findings) by exonerating the workman of the charges

of misconduct levelled against him; that the Disciplinary Authority after having gone into the related papers along with the report of the enquiry, however, found that the Enquiry Officer in his report did not consider certain vital aspects and rightly came to the conclusion that the charge of misconduct has been amply proved against the workman; that the findings of the Disciplinary Authority were communicated to the workman calling upon him to submit his explanation and after perusing the explanation given by him, the Disciplinary Authority confirmed the proposal of dismissal passed against the workman. The punishment is very much proportionate to the gravity of misconduct; committed by the concerned workman; that the appeal preferred by the workman against the punishment order of dismissal has been confirmed by the Appellate Authority. The management denied the allegations made in the claim statement that the workman was made victim of circumstances and unlawfully dismissed from service resulting into unbearable mental agony, mental strain, financial loss and the severe impact on his health etc. Therefore, the II party prays to dismiss the reference.

4. In this case, since the findings of the Enquiry Officer went in favour of the I party, enquiry proceedings have not been challenged. However, the order passed by the Disciplinary Authority in dismissing the workman from his service as noted above has been attacked and challenged on various grounds. Now, therefore, tribunal is called upon to give a finding on the fact as to

“Whether the impugned dismissal order passed by the II party management was justified and if not to what relief the deceased workman was entitled to?”

5. The learned counsel Sh. Muralidhar arguing on behalf of Smt. Kavita Mahesh representing the LR's of the deceased workman submitted that the findings recorded by the Enquiry Officer were well supported by sound and cogent reasoning's based on the material placed before him and therefore though the Disciplinary Authority is well within its powers to disagree with the findings of the Enquiry Officer, was however in the instant case not justified in interfering with those findings in as much as the reasonings given by the Disciplinary Authority for its disagreement are not well founded and based on records. Learned counsel, took the court through the statement of said Kambhavi on whose complaint charge sheet was issued against the workman so as to point out that said customer infact deposited a sum of Rs. 3,000.00 on 17-09-1996 itself and therefore question of said amount being deposited by him on 10-09-1996 and the same being not accounted for by the workman as a Cashier in the accounts books of the bank never arose. Learned counsel, invited the attention of this tribunal particularly to the answers given by said customer to question particularly 1, 2, 6, 9 and 10 in support of his arguments. He argued that

the main allegation against the workman was that it is he who credited amount of Rs. 3,000.00 with the bank on 17-09-1996 and that allegation itself has not been proved either orally or through documentary evidence. On the other hand the said customer who was examined before the Enquiry Officer as MW 1 in no uncertain terms admitted that he credited the amount on 17-09-1996. Therefore, learned counsel submitted that the charge of misconduct has not been proved and even if taken to be proved, the past record being excellent without any blemish as admitted by the Bank Manager, MW 2, itself, he observed lineant view, particularly, at this juncture when he is no more and the management is not going to be burdened with his reinstatement in service. The only beneficiary of the award to be passed in favour of the workman will be his LR's namely his Wife and Daughter and therefore this or fact may be taken into account by the tribunal while exercising powers under Section 11 (A) of the I.D. Act.

6. Where the learned counsel for the management Shri Ramesh Upadhyaya vehemently argued that charges of misconduct have been very much proved in the Oral and Documentary evidence brought on record before the enquiry officer and since the reasonings given by the Enquiry Officer were not based on such a material before him, were rightly disagreed by the Disciplinary Authority and the finding given by it with regard to the proof of charge of misconduct against the workman are very much supported by valid reasonings which in turn are supported by oral and documentary evidence pressed into service during enquiry. He contended that the fact that the counter foil was issued by the I party in favour of MW 1 for sum of Rs. 3,000.00 since has been very much admitted by the workman by way of suggestion of MW 1 and by way explanation to the charge sheet, it is too much, at this stage to contend otherwise by saying that original counter foil since has not been brought on record the proof of receipt of Rs. 3,000.00 by the I party from the customer has not been established. He contended that MW1 has stood by his complaint made against the workman and the recitals in the complaint have not been disputed by the workman during the cross-examination of MW 1. Therefore, learned counsel supported the findings of the Disciplinary Authority. On the point of punishment, learned counsel submitted that the gravity of misconduct committed by the workman deserved dismissal from service and therefore, it is not liable to be interfered at the hands of this tribunal.

7. Learned counsel for the management in support of his arguments cited the rulings reported as under :

1. 2001-1-LLJ SC 1419, *State Bank of India and others-Vs.-Arvind U. Shukla*.
2. 1995-1-LLJ Kar 1076 (DB), *Padmanabhudu-Vs.-Bank of India and another*.

3. 2002-I-LLJ Kar 345 (DB)
N.W.K.R.T.C.-Vs.-Shankar Rao
4. 1996 LAB I C SC 1056
Municipal Committee, Bahadurgarh-Vs.
Krishnan Behari and others.
5. 2000-II-LLJ SC 1395
Janatha Bazar South Kanara Central Co-
operative Wholesale Stores Ltd. and others-
Vs.-Secretary, Sahakari Nourara Sangha &
others.
6. AIR 2000 SUPREME COURT 3028
State Bank of India-Vs.-Tarun Kumar
Banerjee & others.
7. ILR 2003 KAR 876 (DB)
B. Vasudeva Naik-Vs.-KSRTC & Another.

8. Therefore, in the light of the arguments advanced for both the parties, this tribunal is now to see

“Whether the findings recorded by the Enquiry Officer stood the test of evidence place before him or the findings of the Disciplinary Authority in coming to the conclusion that the charge of misconduct was proved against the I party are supported by sound and cogent reasonings based on the material brought on record ?”

9. In order to appreciate the respective contentions of the parties, therefore, it will be worthwhile to bring on record the very observations and the reasonings given by the said two authorities in recording the respective findings. The learned Enquiry Officer after having analyzed the oral and documentary evidence pressed into service during the course of enquiry, recorded his reasonings as under :

“I have carefully gone through the oral evidence along with the documentary evidence adduced before me during the course of the enquiry. The Management produced 3 witnesses, including the complainant Sri Kembhavi who was produced as MW 1. Albeit, Sri Kembhavi during the examination-in-chief submitted that he stood by his letter dt. 17-9-96, i.e., M.Ex-3, during the cross-examination he contradicted his own statement. He gave a very ambiguous reply while answering to a pointed question of the DR at Q. No. 1. Rather maintained that he was under genuine impression that he has brought money amounting to Rs. 3000 and that he does not want to blame anybody. He denied that he is having the original counter foil dt. 10-9-96. Re-examination by the management could not elicit anything further. The second management witness, Shri Mohd. Abbas is not aware of the transaction on 10-9-96. The deposition of Shri Abbas, MW-2 is hardly of any evidentiary substance. He deposed that

Shri Kembhavi approached him inside his cabin on 17-9-96 at 10.00 a.m. regarding non-credit of Rs. 3000/- to his loan account and that Sri Prakash Kumar took him out. This piece of evidence was not properly corroborated. Even if I accept this as an evidence, there is no document to substantiate it. Sri Prabhakar was produced as third witness by the management as he has investigated into the complaint and narrated his visit to Mubbebiyal branch and meeting Sri Kembhavi, the complainant on 4-11-96 and that his deposition is based on the oral statement given by Sri Kembhavi. He maintained that although he asked Sri Kembhavi to show the original counter foil, it was not produced before him nor he has seen the receipt dt. 10-9-96 and that he has not obtained any written statement from Sri Kembhavi. M. Ex-3 and 4 which forms the basis of Charge sheet, the facts thereon could not be established conclusively himself. The complainant was rather evasive in his reply during the cross-examination and re-examination. Even his examination-in-chief was a guarded one. M.Ex-3, i.e., the latter dt. 17-9-96 of Sri Kembhavi along with Xerox copy of the counter foil to my mind are not sufficient to hold the charge against Sri Prakash Kumar, because the writer of the complaint himself not only took a very ambiguous stand during his examination-in-chief, but also the document is not indicative enough to show the receipt of Rs. 3000 Impression thereon is hardly communicative. Other documents do not give a scope to arrive at a firm conclusion that Shri Prakash Kumar has accepted Rs. 3000 from Sri Kembhavi on 10-9-96. Rather all the documents are indicative that the amount was tendered on 17-9-96 and accounted for on the very same day. The oral evidence as I have already told are incoherent, unspecific and ambiguous. The only document which can be relied upon to prove the charge against Shri Prakash Kumar is the existence of the counter foil dt. 10-9-96. The first witness who is the complainant denied of having the original. Other 2 witnesses denied having seen the original. Ofcourse, it is true that the defence did not dispute the existence of counter foil dt. 10-9-96, but I do not think that strengthens the management's case since in a departmental enquiry, the onus lies on the management to prove the charge and not vice versa.”

10. Whereas the learned Disciplinary Authority while disagreeing with the findings of the Enquiry Officer assigned its reasonings as under :

“It is observed that during the enquiry, the complainant has stood by the contents of the

complaint and owned it. Despite extensive cross-examination of the complainant (MW-1), the management evidence in this regard could not be dislodged/rebutted. The documentary evidence coupled with the oral evidence on the complainant amply proves the charge. The strength of this evidence, is in now any weakened by the non-production of the original counter foil (a photo copy of which was enclosed to the complaint). Further, the first question put to the complainant during cross-examination substantially proves the existence of the counter foil for Rs. 3000.00 signed by you on 10-9-96.

In view of the foregoing, I hold that the charge leveled against you vide Charge sheet no. CGS/BNG/97/11 dt. 8-1-97 is conclusively proved beyond any doubt.

Under the circumstances, you are directed to make your submissions, if any, on the above within 15 days of receipt of this letter, failing which the matter will be proceeded with further without any reference to you. A copy of the Report dt. 25-6-98 of the Enquiry Officer is send enclosed."

11. Therefore, from the perusal of the observations made and the reasonings given by the Enquiry Officer in holding that the charge of misconduct was not proved against the workman, it is seen that the learned Enquiry Officer has discarded the evidence of MW 1 on the ground that it was vague and evasive and that the original counter foil said to have been issued by the workman in favour of MW 1 after collecting a sum of Rs. 3,000.00 was not forthcoming. Therefore, he concluded to say that neither oral evidence produced before him in the statement of MW 1 nor the documentary evidence namely the Xerox copy of the counter foil was worth reliable so as to prove the misconduct committed by the workman. On the other hand the Disciplinary Authority, as seen above, was of the opinion that MW 1 has stood by the contents of the complaint and owned it and that his testimony was not shaken in his cross-examination on behalf of the defence. Therefore, the authority came to the conclusion that the management evidence could not have been dislodged or rebutted and that the documentary evidence coupled with the oral evidence of the complainant amply proved the charge. He further held that the non-production of original counter foil, could not have weakened the case of the management, particularly, when from the first question put to the complainant during his cross-examination proves the existence of the counter foil for Rs. 3000.00 signed by the workman on 10-9-1996.

12. After having gone through the statement of MW 1, the complainant Shri Kembhavi, in its entirety, I am inclined to accept the reasonings give by the Disciplinary Authority and the conclusion arrived at by it in holding that the charge of misconduct leveled against the workman

was very much proved. To substantiate the above said conclusion of mine, I would like to bring on record the gist of relevant statement of MW 1 made in his examination in chief, in his cross-examination and also in his re-examination.

13. In his examination-in-chief when he was confronted with his letter/complaint dated 17-09-1996, MW 1 stated that the signature appearing on that letter is his, so also, the signature appearing on credit slip dated 17-09-1996 for Rs. 3,000.00 is his signature. Then he stated that he stands by the contents of his letter dated 17-09-1996 and also identified the Xerox copy of the counter foil dated 10-09-1996 for Rs. 3000.00 which he enclosed with his letter/complaint dated 17-09-1996. In his cross-examination for the defence the first question put to him was as follows :

"Mr. Kembhavi, I put it to you that on 10-9-96, you came to the branch and wanted to deposit Rs. 3,000/- to your DL A/c and got a credit slip made accordingly. Further when you deposited the amount with the cashier, the cashier informed you that the amount remitted by you is less than Rs. 3,000/- and hence you took back the amount and while doing so you did not return the counter foil issued by the cashier on that date ?"

14. To this question, the answer was : "I don't thing so"

15. In his re-examination to question No. 2 that "your statement vide MEX 3 is duly corroborated by the counter foil, so you agree ?"

16. He answered in the affirmative by saying that "I agree".

17. Now, therefore, if we carefully analyse the above said statement of MW 1, two important things emerge, one, fact of a complaint being registered by MW 1 with MW 2, the Manager of the bank in question wherein in no uncertain terms, it was made clear that MW 1 approached the workman on 10-09-1996 and after having paid him Rs. 3,000.00 to be credited towards his DL account, obtained, the counter foil signed by the workman and that when he approached the bank on 17-09-1996, he came to know that above said amount of Rs. 3000.00 which was paid to the workman was not credited to his loan account, thus far, MW 1 filed his complaint among with Photocopy of the counter foil with MW 2 which was sent by him to his higher ups for further action in the matter and that resulted into a Departmental Enquiry conducted against the workman. The statement of MW 1 before the Enquiry Officer, as noted above, makes it abundantly clear that it is he who made the said complaint and it bears his signature. He stood by the contents of the complaint and also admitted that complaint was filed along with the Xerox copy of

the counter foil. In his re-examination-in-chief, as noted above, he agreed to the question put to him on behalf of the management that his complaint at MEX 3 was duly corroborated by giving counter foil. Therefore, in the face of the above statement of MW 1 the learned Enquiry Officer committed a course error in disagreeing the statement of MW 1 as vague and evasive. Particularly, when the contents of his complaint were not at all disputed by the workman in his cross-examination. Learned Enquiry Officer was again not right in not taking into consideration the Xerox copy of the aforesaid counter foil in the absence of the original counter foil. Infact, learned Enquiry Officer in the concluding part of his enquiry findings himself admitted that the defence did not dispute the existence of counter foil. The fact that a counter foil or the credit slip was issued by the workman in favour of MW 1 on his crediting the sum of Rs. 3000.00 on 10-09-1996, in fact has been very much admitted by the workman himself. As noted above, the very first question put on behalf of the defence to MW 1 substantially proved the existence of counter foil for Rs. 3,000.00 signed by him as observed by the Disciplinary Authority. Therefore, the non-production of the original counter foil in no way once again as observed by the Disciplinary Authority could have weakened or damaged the case of the management in the light of the evidence brought on record. Therefore, the statement of MW 1 coupled with its complaint at MEX 3 and the counter foil, referred to supra was the evidence very much sufficient and convincing to draw a conclusion that the workman after having received a sum of Rs. 3000.00 from MW 1 and after having duly passed the counter foil in his favour on 10-09-1996 kept the amount with him till 17-09-1996 thereby misappropriating the above said sum temporarily not crediting the same in the accounts of the II party bank.

18. The contention of the defence that sum of Rs. 3,000.00, infact was credited by MW 1 with the bank on 17-09-1996 and therefore, it cannot be said that he had deposited the same with the workman on 10-09-1996, has no substance. Only because MW 1 deposited once again a sum of Rs. 3,000.00 on 17-09-1996, it cannot be said that he had not credited the amount of Rs. 3,000.00 with the workman on 10-09-1996. The defence taken by the workman vide question No. 1 put to MW 1 in his cross-examination that on 10-09-1996 MW 1 wanted to deposit Rs. 3,000.00 to his DL Account and a credit slip made accordingly and that when the amount was counted by the workman he found it less than Rs. 3,000.00 and therefore, MW 1 took it back but did not return the counter foil is neither acceptable or plausible. It deserves to be rejected on its face itself. It is highly unnatural and unrespected of a Cashier to have issued a counter foil/credit slip in favour of the customer for a sum of Rs. 3,000.00 without counting the same well before the counter foil was issued. It is again ridiculous to

contend that he allowed MW 1 to walk away from the bank along with the counter foil and the amount he had brought to credit to with his DL Account.

19. Therefore, in the light of the above, in my opinion, the conclusion arrived at by the Disciplinary Authority was well reasoned, based on sufficient and clinching oral documentary evidence brought on record. In the result, it is to be held that the charge of misconduct against the workman stand Proved.

20. With regard to the quantum of punishment, learned counsel for the workman made a submission that the extreme punishment of dismissal, first of all, was not in commensurate to the gravity of the misconduct committed by the workman. Next, he submitted that the punishment of dismissal, at least at this juncture, deserves to be modified by lesser punishment keeping in view of the fact that workman is already dead and gone and the management will not be put to any sort of harassment there being no question of his reinstatement. He submitted that the workman died his premature death on account of the charges of misconduct leveled against him resulting into a great hardship to his dependents, namely, his Wife and Minor Daughter. Therefore, he made a fervent appeal to the tribunal to take a sympathetic view against the LR's of the deceased so as to have some monetary benefits after having lost their sole bread winner.

21. Whereas the learned counsel for the management, as seen above, has cited several decisions of our Hon'ble High Court and of their Lordships Supreme Court in support of his arguments that when the charge of misconduct is proved during the course of enquiry and a punishment deemed fit was imposed by the Disciplinary Authority, it will not be proper for the tribunal to exercise the powers under Section 11A of the ID Act so as to so some misplaced sympathy. Of course, the principle laid down in the various decisions of their lordships of Supreme Court and our Hon'ble High Court referred to supra put strong limitations over the discretionary powers to be exercised under Section 11A of the ID Act when charge of misconduct has been proved against the delinquent. However, as noted above, the workman in the instant case is no more and the management is not going to be burdened with his reinstatement in service. Therefore taking this fact into consideration, the fact that the past service record of the workman has remained unblemished and so also taking into account the fact that it was a case of temporary misappropriation for hardly a period of 7 days, it appears to me that ends of justice will be met if some relief is given to the LR's of the deceased by modifying the punishment of dismissal with a lesser punishment and the lesser punishment under the facts and circumstances of the case appears to be the denial of 50 percent of back wages to the deceased workman from the date of dismissal till the date he expired i.e. 22-02-2002 which fact is not disputed.

Hence, accordingly the reference is answered and following award is passed :

ORDER

The management is directed to pay 50 per cent of the back wages of the deceased workman to his LR's from the date of his dismissal till 22-02-2002, the date on which he expired towards the full and final settlement of his claim against the management. No costs.

(Dictated to the L D C transcribed by him corrected and signed by me on 10th August 2004)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 20 अगस्त, 2004

का०आ० 2301.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन ओवरसीज बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय नासिक के पंचाट (संदर्भ संख्या 94/97 को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-8-2004 को प्राप्त हुआ था।

[सं० एल-12012/404/96-आई०आर० (बी-II)]

सी० गंगाधरण, अवर सचिव

New Delhi, the 20th August, 2004

S.O. 2301.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.94/97) of the Labour Court, Nasik as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Indian Overseas Bank and their workmen, which was received by the Central Government on 18-8-2004.

[No. L-12012/404/96-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

IN THE LABOUR COURT AT NASIK:

BEFORE SMT. C.A. NATHANI, PRESIDING OFFICER,

Reference (IDA) No. 94/1997

BETWEEN

The Regional Manager,
Indian Overseas Bank,
Prakash N. Kotnis Mark, Konkan Nagar.
Co-Op. Hsg. Scty. Hall, Mahim,
Bombay-422 016.

.. 1st Party.

AND

Shri Ashok Bidwe,
Ayodya Nagar.
Opp. Cycric Co.
Nasik—422 101.

.. 2nd Party.

AWARD

20-7-2004

This is a reference sent by the Government of India Bharat Sarkar Ministry of Labour/Shram Mantralaya new Delhi, for adjudication to this Court on the demand of second party for reinstatement with full back wages and continuity of service. After receipt of reference notices were issued to both the parties. The second party remained absent on last many days. Second party has not led any evidence. Hence this reference is rejected.

Dated : 20-7-2004.

SMT. C. A. NATHANI, Presiding Officer

नई दिल्ली, 3 सितम्बर, 2004

का.आ. 2302.—केन्द्रीय सरकार संतुष्ट है कि लोकहित में ऐसा अपेक्षित है कि भारतीय रिजर्व बैंक नोट मुद्रण लिमिटेड, मैसूर (कर्नाटक) एवं सालबोनी (पश्चिम बंगाल) में सेवाओं को जिसे औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 25 के अन्तर्गत निर्दिष्ट किया गया है, उक्त अधिनियम के प्रयोजनों के लिए लोक उपयोगी सेवाएं घोषित किया जाना चाहिए।

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उप-खण्ड (6) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए तत्काल प्रभाव से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[सं. एस-11017/2/96-आई०आर०(पी.एल.)]

जे० पी० पति, संयुक्त सचिव

New Delhi, the 3rd September, 2004

S.O. 2302.—Whereas the Central Government is satisfied that the public interest required that the services in the Bhartiya Reserve Bank Note Mudran Limited, Mysore (Karnataka) and Salboni (West Bengal) which is covered by item 25 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947), should be declared to be a public utility service for the purposes of the said Act.

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares with immediate effect the said industry to be a public utility service for the purpose of the said Act for a period of six months.

[No. S-11017/2/96-IR(PL)]

J. P. PATI, Jt. Secy.